



# **Oregon Mattress Transportation Services Request for Proposal**

**Release Date:** June 22, 2023

**Due:** July 21, 2023

**Mattress Recycling Council Oregon, LLC**

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## 1. INTRODUCTION AND GENERAL INFORMATION

### A. OVERVIEW – PURPOSE OF THE MATTRESS RECYCLING COUNCIL (MRC OR) AND REQUEST FOR PROPOSAL

In 2022, Oregon enacted a used Mattress recycling law. Oregon Senate Bill 1576 Mattress Stewardship Act (referred to as the Act) is intended to promote and encourage the proper recycling of Mattresses at the end of their life.

The Mattress Recycling Council, Inc, (MRC Inc.), whose sole owner is the International Sleep Products Association (ISPA), formed the Mattress Recycling Council Oregon, LLC (MRC OR), a non-profit company, to design, implement and administer Mattress recycling programs pursuant to the laws enacted in Oregon. Similar non-profit companies have been formed by MRC Inc. in California, Connecticut, and Rhode Island. As a prospective stewardship organization, MRC OR will submit a Mattress recycling program (the Program) plan to the Oregon Department of Environmental Quality (DEQ) by October 1, 2023, deadline prescribed in statute.

The Program will be funded by a stewardship assessment that Mattress sellers collect on the sale of all Mattresses and box springs (together referred to as Units) sold in and into Oregon. These sellers would then remit collected fees to the approved stewardship organization. In addition to other operational and administrative functions, MRC OR uses collected fees to pay Transporters to transport Mattresses to MRC OR-contracted recycling facilities.

The purpose of this Request for Proposal (RFP) is to collect information from parties interested in providing Mattress transportation services to MRC OR that we can use to assess the parties' qualifications, experience, and competitiveness. MRC OR is interested in entering contracts with a base term of 2 years that can be extended in annual increments at the mutual consent of the parties. MRC OR will enter into these contracts with the contingency that MRC OR's Program Plan is approved by DEQ, and the Plan being implemented by MRC OR.

### B. CALENDAR OF IMPORTANT DATES

Event	Date
Release RFP	June 22, 2023
Deadline for RFP questions	July 7, 2023
MRC OR Responses to RFP questions	July 14, 2023
RFP due date	July 21, 2023
Award notification and contracting	TBD pending plan approval

## 2. STATEMENT OF WORK & TERMS AND CONDITIONS

### A. DEFINED TERMS

[In general, capitalized words used in this document refer to defined terms.]

**“Act”** refers to the Oregon Senate Bill 1576 Mattress Stewardship Act.

**“Collection Site”** means a physical location designated by MRC OR for the purpose of collecting or receiving Discarded Mattresses, and may include a Recycler, Solid Waste Facility, Retailer, scrap metal/CRV recycling location, conservation corps yard, etc.

**“Collection Event”** means community or other local event where a Consumer may drop off Discarded Mattresses, typically held on weekends for one or more days.

**“Consumer”** means a person who is the purchaser, by retail sale, of a Mattress for final delivery and use in Oregon.

**“DEQ”** refers to the Oregon Department of Environmental Quality.

**“Discarded Mattress”** means any Mattress used in Oregon that a Consumer intends to discard or has discarded in Oregon.

**“Environmentally Sound Management”** includes, but is not limited to, the following management practices, implemented in a manner that is designed to protect public health and safety and the environment:

- a) Adequate record keeping;
- b) Keeping detailed documentation of the methods used to:
  - a. Manage Discarded Mattresses; and
  - b. Track and document the fate of discarded mattresses from collection through final disposition within this state and outside Oregon;
- c) Performance audits and inspections of Recyclers, Transporters and other parties as determined by a stewardship organization;
- d) Compliance with worker health and safety requirements; and
- e) Maintenance of adequate liability insurance for a stewardship organization and contractors working for the stewardship organization.

**“Foundation”** (also commonly called “box-spring”) means a ticking-covered structure that is used to support a Mattress or sleep surface and that may be constructed of frames, foam, box springs or other materials, used alone or in combination.

**“ISPA”** means the International Sleep Products Association.

**“Mattress”** means a resilient material or combination of materials that is enclosed by a ticking, is used alone or in combination with other products and is intended for or promoted for sleeping upon; or a Foundation. “Mattress” does not mean: (A) An unattached mattress pad or unattached mattress topper, with or without resilient filling or ticking, that is intended to be used

with or on top of a mattress; (B) A sleeping bag; (C) A pillow; (D) A car bed, crib mattress or bassinet mattress; (E) A carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, crib bumper or other product manufactured for young children or the pad for a product described in this subparagraph; (F) A water bed, an air mattress or another product that contains liquid- or gas-filled ticking and that does not contain upholstery material between the ticking and the mattress core; or (G) A foldout sofa bed, futon, futon mattress or upholstered furniture.

**“MRC OR”** refers to the Mattress Recycling Council Oregon, LLC, which the Mattress Recycling Council, Inc., a nonprofit corporation, created to administer the Program.

**“Mattress Recycling Program”** or **“Program”** means the Mattress Recycling Program created by MRC OR to comply with Oregon Senate Bill 1576, subject to Program plan approval by DEQ.

**“Proposer”** refers to a party providing a response to this RFP.

**“Recycler”** means a party under contract with MRC OR to provide Recycling services, including the physical deconstruction facility(ies) at which it performs such Recycling services.

**“Recycle”** or **“Recycling”** means any process in which Discarded Mattresses, components, and by-products may lose their original identity or form as they are transformed into new, usable, or marketable materials. “Recycling” does not include as a primary process the use of incineration for energy recovery or energy generation by means of combustion.

**“Retailer”** means a person that offers new, used, or renovated Mattresses for retail sale to Consumers in State or otherwise sells Mattresses for use in Oregon.

**“Solid Waste Facility”** means, for purposes of this chapter, a permitted facility that accepts under its normal operating conditions, Mattresses from the public for collection, storage, and handling, whether for Recycling or disposal.

**“Storage Container”** is a container that a Collection Site may use to hold Units discarded by Consumers and may include roll-off containers with lid, 53” van trailers, sea containers other alternative suitable containers of various sizes.. All Storage Containers must be enclosed and weather tight to keep Units dry.

**“Transporter”** means a person or company transporting discarded Units to a designated MRC OR-contracted Recycler.

**“Unit”** means one Mattress or one Foundation.

## **B. PROGRAM CONTRACTS AND TERMS AND CONDITIONS**

This RFP provides parties interested in providing transportation for MRC OR with information to prepare a proposal for providing such services. This RFP, however, does not constitute an offer, or promise to offer, to enter into any contract, business agreement or relationship with a party responding to this RFP, nor should any intent to enter into a contract, agreement or relationship with such a party be construed from this document.

MRC OR may negotiate a formal contract with one or more selected parties based on their proposals, and other information that MRC OR considers relevant. MRC OR expects the contract term to begin early to mid-2024. These contracts will be contingent upon MRC OR's Program being approved by DEQ and the Plan being implemented by MRC OR.

MRC OR reserves the right to negotiate for ancillary services not contained in this RFP with these selected parties.

Parties are advised that the Terms and Conditions specified in Section (D) below will apply to a contract (if any) that MRC OR may negotiate as a result of this RFP and will apply to the RFP process.

## C. PROGRAM OVERVIEW

MRC OR is interested in contracting with one or more Transporters that can provide statewide Unit transportation services from the four collection entities described below.

MRC OR expects the number of Collection Sites to increase over time as the Program matures.

There are four types of transportation services required for the MRC OR Program:

1. **Permanent Collection Sites**: MRC OR will compensate Transporter for transporting Units from permanent Collection Sites throughout Oregon to one of the MRC OR contracted Recyclers in Portland, Eugene, or Klamath Falls.

The actual location of each delivery will be at the discretion of MRC OR. A response to this RFP must include services to transport Units from all Collection Sites throughout Oregon to each Recycler. Servicing these locations will include switching full Storage Containers for empty Storage Containers. The transport charge will be a flat fee per stop charge. The fee must include any taxes and fuel surcharges relevant at the time Proposer submits their response to this RFP.

2. **Storage Containers**: MRC OR will compensate Transporter for a monthly rental of Storage Containers that are suitable for each Collection Site. Collection Sites use a variety of Storage Containers (as defined above) including 53' van trailers, sea containers, roll-offs, and other alternative suitable containers.
3. **Collection Events**: MRC OR will compensate Transporter to provide on-call transportation for weekend community Collection Events. Fifty-three-foot van trailers are required to perform this service. Transporter will be compensated at the same stop charge for these services. These sites may request that a trailer or container be dropped-off prior to the event and picked-up once the event has concluded. Delivery will be to the assigned Recycler.
4. **Temporary Collection Sites**: MRC OR will compensate Transporter to provide on-call transportation from commercial volume sites (Mattress Retailers, hotels, universities etc.) generating a minimum of 100 Discarded Mattresses at one time to a Recycler's facility. Fifty-three-foot van trailers are required to perform this service. Transporter will be compensated at the same stop charge for these services. These locations may require live loads, where the Transporter must wait up to two hours for the commercial volume site to load the trailer.

**Note:** MRC OR cannot guarantee any minimum of assigned Collection Sites that will be available for transportation at any point covered by a response to this RFP, nor can we guarantee any minimum number of trips to Collection Sites annually. However, MRC OR expects the number of Collection Sites and transportation haul requests to increase over time as the Program matures. MRC OR may change the receiving Recycler if required due to capacity limitations, as well as other factors.

**Loading:** Each Collection Site has unique logistical challenges, including container storage and accessibility limitations. Transporters should not expect assistance from Collection Site employees to manage container swaps. Containers will be loaded with all types of twin, full, queen and king size Units.

**Locations and accessibility:** Local traffic patterns and Collection Site accessibility will affect the size of truck and Storage Container that can service a location. Delivery and removal of Storage Containers will typically be on weekdays; however, Transporter must be capable of providing weekend pick-up for Collection Sites that are open daily if requested. Most pick-ups occur during business hours Monday – Friday.

**Service Days:** The frequency of Unit pickup from Collection Sites will vary considerably throughout the year, depending on the season, weather, new Mattress sales and other factors. It is important to develop good working relationships and maintain communication with these sites. Transporter must respond to a site's pickup request by the end of the business day that it was received and have adequate staffing and equipment to provide pickup service within two (2) business days of the original request. The contracted Transporter(s) must staff a phone number from Monday through Friday from 8 a.m. to 5 p.m. Pacific Time and provide an alternative number during weekends and off hours.

**Bills of Lading (BOL):** All Units arriving at a Recycler must be accompanied by a BOL that documents the source and number of Units arriving for Recycling. The Collection Site, Transporter and Recycler must each maintain a copy of the BOL and acknowledge the accuracy of the BOL and note any discrepancies. Transporters will provide and complete the BOL form for all Program pickup activities. All BOLs will be in a format like that specified in Section 4 which MRC OR may modify at its discretion.

To comply with Environmentally Sound Management practices, Transporter must maintain all records for a minimum of 4 years, including but not limited to all shipping documentation (both for goods received and shipped).

**Scales:** MRC OR may require Transporter to acquire gross and tare weights from Recycler facilities or from certified public scales near the Recycler facilities.

**Logistics Software:** MRC OR uses software to track and monitor the network of Collection Sites from pickup request to shipment delivery. Transporters will be required to perform the following functions within the software unless the Transporters can connect their external tracking software to MRC OR's open Application Programming Interface (API).

- Accept shipment requests from MRC OR Collection Sites.
- Update when shipments have been picked up.
- Schedule and reschedule receiving dock appointments with Recyclers.

- Update when shipments have been delivered.
- Record errors within the shipment process.
- Build a request on behalf of the Collection Site in the event the Collection Site does not have internet access.

**Invoicing and Reporting:** Transporters must submit invoices to MRC OR in an approved format and must include the BOL for each pickup and an electronic spreadsheet of all shipments performed during the invoice period which includes BOL Number, pickup location, drop-off location (Recycler), shipment rate, pickup date, and drop-off date. MRC OR's payment terms are Net 30 days upon receipt of invoice with complete supporting documentation.

In providing these services, the Transporter must comply with all applicable federal, state, local and other laws, and regulations. Furthermore, the rates proposed must include all applicable taxes, tolls and/or fees, including any fuel surcharges applicable at time of submittal.

Proposer's response to this RFP must include a proposal for all services that MRC OR requires. MRC OR will not compensate Transporter for any additional costs that Transporter or their subcontractors may incur in rendering these services (including any taxes, fees, tolls or similar costs Proposer would incur in providing these services).

**Auditing and Inspection:** A Transporter must permit MRC OR staff to routinely enter and inspect Transporter's premises, as well as MRC OR's in-house and contracted third party auditors to inspect Transporter's premises and records with (or without) notice to verify its compliance with contractual terms including Environmentally Sound Management practices.

## **D. RFP TERMS AND CONDITIONS**

- 1. Content and Liability Disclaimer:** MRC OR has used reasonable care in preparing the information set forth in this RFP. However, MRC OR shall not be responsible for any errors or omissions contained in this RFP or other documents issued or prepared by MRC OR. MRC OR provides no warranty, either expressed or implied, regarding the accuracy, reliability, or completeness of those documents.

FURTHER, MRC OR EXPRESSLY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED IN THIS RFP, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS.

In no event shall MRC OR or its affiliates be liable for any damages whatsoever. In particular, MRC OR and its affiliates shall not be liable for special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this document or other pre-contract documents, or the information contained in them, whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

- 2. Pre-Bid Questions:** Any questions pertaining to this RFP must be transmitted by e-mail to: [transportation@mrc-us.org](mailto:transportation@mrc-us.org) by July 7, 2023. MRC OR will respond to all questions. However, MRC OR is not responsible for questions that are not received. It is

Proposer's responsibility to confirm MRC OR's receipt of any questions.

If substantive questions are received that, in the MRC OR's opinion, require a modification or clarification of the RFP, the resulting modification or clarification will be provided in the form of an Addendum that will be forwarded to all RFP recipients in advance of the submittal deadline. MRC OR reserves the right to extend the RFP deadline if it determines in its sole discretion that such an extension is warranted.

3. Submit one (1) electronic copy of Proposers response to this RFP in Microsoft Word or pdf, including all attachments and addendums to [transportation@mrc-us.org](mailto:transportation@mrc-us.org). MRC OR will confirm receipt of each RFP submittal. It is Proposers responsibility to confirm MRC OR's receipt of their proposal.
4. A party that responds to this RFP and is selected by MRC OR to provide services under a formal contract with MRC OR will be an independent contractor to MRC OR, and will not function as an agent, partner, or employee of MRC OR. Nothing contained herein shall be construed as contemplating any relationship other than independent contractor. As such, a Transporter under contract with MRC OR would be responsible for (i) making day-to-day and critical decisions regarding the transportation and container management under its contract with MRC OR and the undertaking, management, and supervision of those activities; and (ii) achieving compliance with all applicable federal, state, local or other laws and regulations.
5. Under the Act, MRC OR has certain legal obligations to report to DEQ regarding the status and progress of the Program. This includes providing aggregate information furnished to MRC OR by Transporters, including inbound volume data reported on BOLs.
6. It is Proposer's responsibility to clearly identify any information provided in response to this RFP that Proposer considers to be proprietary, confidential, or a trade secret. In responding to this RFP, however, Proposer acknowledges that any information provided to MRC OR in response to this RFP, including information that Proposer designates as proprietary, confidential, or trade secret information, may nevertheless be requested by DEQ or other local, state, or federal agencies, and that MRC OR may be required by law to provide that information to a requesting government agency.
7. MRC OR expects the contract term to begin in early to mid- 2024. The initial contract will be for two (2) years and will be extended automatically for additional one-year periods, unless either party provides 90 days' notice that it wishes to terminate the contract at the end of the current contract period.
8. By responding to this RFP, Proposer agrees to be bound by the terms of their proposal for 90 days or until a formal contract is negotiated, whichever is later.
9. At minimum, a proposal must:
  - a. be received by the response deadline stated in this RFP;
  - b. contain all required RFP forms properly completed and signed by an authorized representative of the Proposer;
  - c. contain a technical proposal that in the MRC OR's sole judgment meets or exceeds the requirements of this RFP; and
  - d. clearly note in its technical proposal any and all proposed exceptions, conditions

or deviations from the requirements of this RFP.

11. Failure to comply with the terms and conditions specified in the RFP could lead to Proposer's response being considered non-responsive and ineligible for further consideration.
12. MRC OR shall not disclose any financial or cost information about the winning (or losing) RFP responses or the number of Proposers.
13. MRC OR shall not be responsible for any costs that Proposer or others incur in preparing a response to the RFP.
14. Proposer acknowledges that MRC OR's decision whether to enter into a contract at the conclusion of this RFP process will be at MRC OR's sole discretion.
15. This RFP does not commit MRC OR to contract with any party that responds to the RFP. MRC OR may, in its sole discretion, decide:
  - a. to re-bid these services if, in its sole discretion, such action is deemed appropriate;
  - b. to negotiate the proposal to further refine, clarify, amend, or expand any aspects of the proposal;
  - c. to reject any proposals if it determines, in its sole discretion, that such action is warranted;
  - d. to reject RFP responses from parties whose firm, or any principal of the firm, is currently involved in a lawsuit or claim against MRC OR or ISPA, or is involved in, or has been involved during the 3-years prior to the date of this RFP, in other legal proceedings that are in MRC OR's view relevant to the services that are the subject of this RFP;
  - e. to accept RFP responses that do not offer the lowest price;
  - f. to withdraw this RFP, or to supplement, amend, or modify this RFP, and to request additional information, at any time and without prior notice of any kind;
  - g. to postpone the award of a contract; and
  - h. to confirm references and contact further references obtained from other sources as the MRC OR deems necessary.
16. If Proposer is selected to enter into a contract with MRC OR, Proposer will be required to furnish at that time:
  - a. Appropriate documentation that Proposer (as necessary) is qualified to do business in Oregon (and any other relevant jurisdictions if Proposer company is headquartered or located in another state) to provide the services described in this RFP.
  - b. A valid and current Certificate of Insurance that is satisfactory to MRC OR as evidence that Proposer is adequately insured by a recognized and responsible insurer authorized to do business in Oregon for the period of the contract with the MRC OR. Minimum limits include:
    - Commercial General Liability Insurance (including coverage for bodily injury, property damage, complete operations and contractual liability) of not less than \$1 million per occurrence and \$2 million aggregate;
    - Business Automobile, any auto, \$2,000,000 Combined Single Limit, and
    - Workers' Compensation Coverage as required by Oregon state law.

- c. Certificates of Insurance which name Mattress Recycling Council Oregon, LLC, its sole member, and its directors, officers, employees, agents, assigns as Additional Insureds for Commercial General Liability Insurance and Business Automobile Insurance and must contain a waiver of subrogation in favor of MRC OR and its officers, agents, and employees. The Transporter will obtain any endorsement that may be necessary to affect the waiver of subrogation. The Required Insurance policies (except for worker's compensation) must contain (i) a written statement in the policies or in endorsements thereto that they are each primary insurance to any other insurance available to the Transporter or to any additional insureds or additional named insureds, and (ii) a separation of insureds provision stating that the insurance applies separately to each insured against whom a claim is made or a suit is brought and that the actions or omissions of any insured that might give rise to application of an exclusion to coverage apply only to that insured actually committing the actions or omissions. Any exclusions or exceptions to the types of claims and amounts which may be collected against a legitimate claim must be clearly delineated.
- d. Transporter shall require all third parties that it uses to provide any services under its contract with MRC OR to comply with the same insurance requirements specified above.
- e. Failure by the Transporter or third parties to maintain the insurance required shall be cause for immediate termination by MRC OR of its contract with Transporter.

#### 4. BILL OF LADING

### BILL OF LADING

Unique BOL #:

Truck #:

Collection Site/ Generator

Facility Name and Operator:

Address:

Type of Collection Site: ☐ solid waste facility ☐ mattress retailer ☐ other \_\_\_\_\_

Collection Container Type: ☐ 20 ft. sea container ☐ 40 ft. sea container ☐ 28 ft. trailer  
☐ 48 ft. trailer ☐ 53 ft. trailer ☐ other: \_\_\_\_\_

Collection Site Count: Mattress and Box Spring Units: \_\_\_\_\_ Collection Site Certified Net Weight (if available): \_\_\_\_\_ lbs.

Please check to confirm: ☐ To the best of my knowledge, ALL of these units were used and discarded in Oregon.

I hereby certify that I have personal knowledge of the information I have provided on this form, that this information is accurate to the best of my knowledge, and that I am authorized by my employer to complete and sign this form. I acknowledge that if I have provided false information on this form with an intent to deceive or misrepresent, my actions may expose my employer and me to criminal prosecution for fraud under federal or state law (including, but not limited to 18 U.S.C. § 1341 et seq.), and that if convicted, my employer and I may face punishment which could include substantial fines and jail.

\_\_\_\_\_  
Name (print), Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Transporter

Company Name:

Address:

Truck #: \_\_\_\_\_ Vehicle License Plate Number: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_  
Name (print), Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mattress Recycler

Company Name:

Appointment Date / Time:

Address:

Arrival Date / Time:

Recycler Count: Total Units: \_\_\_\_\_

Departure Time:

Net Weight of all Mattress and Box Spring Units: \_\_\_\_\_ lbs.

Comments/Count Discrepancies:

I hereby certify that I have personal knowledge of the information I have provided on this form, that this information is accurate to the best of my knowledge, and that I am authorized by my employer to complete and sign this form. I acknowledge that if I have provided false or inaccurate information on this form, my actions may be ground for the immediate termination of my employer's RECYCLING SERVICES AGREEMENT with MRC.

\_\_\_\_\_  
Name (print), Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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