



California Mattress Recycling Services Request for Proposal

Release Date: January 26, 2024

Due: March 11, 2024

Mattress Recycling Council California, LLC

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Table of Contents

| | | |
|-----------|---|-----------|
| 1. | INTRODUCTION AND GENERAL INFORMATION..... | 3 |
| | A. OVERVIEW – PURPOSE OF THE MATTRESS RECYCLING COUNCIL AND REQUEST FOR PROPOSAL | 3 |
| | B. CALENDAR OF IMPORTANT DATES | 3 |
| 2. | STATEMENT OF WORK & TERMS AND CONDITIONS | 4 |
| | A. DEFINED TERMS..... | 4 |
| | B. PROGRAM CONTRACTS AND TERMS AND CONDITIONS | 6 |
| | C. PROGRAM OVERVIEW | 7 |
| | D. RFP TERMS AND CONDITIONS | 11 |
| 3. | RECYCLING STANDARDS | 15 |
| 4. | BILL OF LADING | 18 |
| 5. | CONTRACT TERMS..... | 19 |
| 6. | EXHIBITS..... | 22 |

1. INTRODUCTION AND GENERAL INFORMATION

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

A. OVERVIEW – PURPOSE OF THE MATTRESS RECYCLING COUNCIL AND REQUEST FOR PROPOSAL

In 2013, California enacted the Used Mattress Recovery and Recycling Act, as amended, codified at California Public Resources Code §§ [42985 – 42994](#) (referred to as the Act), to promote and encourage the proper recycling of Mattresses at the end of their useful life.

The International Sleep Products Association (ISPA) formed the Mattress Recycling Council California, LLC (MRC), a non-profit corporation, to design, implement and administer the Mattress Recycling Program pursuant to the California mattress recycling law. More information about MRC can be found at mattressrecyclingcouncil.org.

The Program is 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 California. These sellers then remit collected fees to MRC which:

1. pay public Collection Sites to aggregate Discarded Mattresses in collection containers (typically 53' trailers)
2. pay Transporters to transport Mattresses from various collection locations to MRC-contracted recycling facilities
3. pay Recyclers to fully deconstruct and recycle Discarded Mattresses
4. pay an Incentive to parties that collect Discarded Mattress for recycling and redeem them for payment at Recycler locations according to MRC terms
5. fund other operational and administrative components of the Program.

The purpose of this Request for Proposal (RFP) is to collect information from parties interested in providing Mattress recycling services that we can use to assess the parties' qualifications, experience and competitiveness. MRC is interested in entering into contracts with a minimum term of 3 years that can be renewed in annual increments at the mutual consent of both parties.

MRC is currently under contract with seven Recyclers operating nine recycling/deconstruction facilities in California. MRC is interested in contracting with Recyclers in diverse geographic locations in north, central and southern California to provide adequate service to the Program. The locations of our Recyclers and public Collection Sites can all be found on our public facing website for the Program: byebyemattress.com.

B. CALENDAR OF IMPORTANT DATES

| Event | Date |
|--------------------------------|------------------|
| Release RFP | January 26, 2024 |
| Deadline for RFP questions | February 2, 2024 |
| MRC Responses to RFP questions | February 9, 2024 |
| RFP due date | March 11, 2024 |

| | |
|---------------------|----------------|
| Award notification | March 29, 2024 |
| Contract start date | 2025 |

2. STATEMENT OF WORK & TERMS AND CONDITIONS

A. DEFINED TERMS

“CalRecycle” means the California Department of Resources Recycling and Recovery, an agency of the California Environmental Protection Agency.

“Collection Site” means a physical location designated by MRC for the purpose of collecting or receiving Discarded Mattresses, and may include a Recycler, solid waste facility, mattress retailer, hotel/motel, 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.

“Collector” means a party that collects Mattresses discarded in California and delivers them to a Collection Site or Recycler. A Collector may qualify for an Incentive.

“Consumer” means an owner or purchaser in California of a Mattress, including a person, business, corporation, limited partnership, nonprofit organization, or governmental entity, and including the ultimate purchaser, owner, or lessee of a Mattress. A Consumer may qualify as a Collector.

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

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

“Incentive” means a monetary amount that MRC may authorize a Recycler to pay to Collectors that provide Discarded Mattresses to the Recycler. MRC will reimburse the Recycler for qualified Incentives that it pays out. Note: Not all Collectors or Units may qualify for an Incentive.

“Incentive Collector” means a person who drops off mattresses at a Recycler in exchange for an Incentive.

“ISPA” means the International Sleep Products Association.

“Mattress” means a resilient material or combination of materials that is enclosed by ticking, is used alone or in combination with other products, and is intended for or promoted for sleeping

upon. "Mattress" includes a Foundation, a renovated Mattress or renovated Foundation, and a futon Mattress. "Mattress" does not include the following:

- (A) An unattached mattress pad or unattached mattress topper, including items with resilient filling, with or without ticking, intended to be used with or on top of a mattress.
- (B) A sleeping bag or pillow.
- (C) A car bed, crib, or bassinet mattress.
- (D) Juvenile products, including a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, or crib bumper, and the pads for those juvenile products.
- (E) A product containing liquid- and gaseous-filled ticking, including a water bed and air mattress that does not contain upholstery material between the ticking and the mattress core.
- (F) Upholstered furniture that does not otherwise contain a detachable mattress or that is a fold out sofa bed, sleeper sofa, or folding cot.

"MRC" is the Mattress Recycling Council California, LLC, a non-profit corporation, created to administer the Program.

"Mattress Recycling Program" or **"Program"** means the Mattress recycling plan approved by CalRecycle.

"Non-Program Material" means material for which MRC will not compensate a Recycler for handling. This includes Units used or discarded outside of California; Units collected by Solid Waste Facilities and Franchise Haulers not participating in MRC's Program (for example, because the facility or hauler charges Consumers mattress disposal fees); Units manufactured by the California Prison Industry Authority, and products that do not meet the Mattress definition.

"Program Material" means Mattresses or Units for which MRC will compensate a Recycler for recycling. This includes Units sourced from MRC-Designated Collection Locations; Collectors located in California (Retailers, hospitals, hotels, educational institutions, etc.); Incentive Collectors; and illegally dumped Units. Program Material does not include Units diverted for resale, reuse or Renovation.

"Proposer" refers to a party providing a response to this RFP.

"Recycler" means a party under contract with MRC to provide Recycling services, including the physical deconstruction facility(ies) at which it performs such Recycling services. To qualify for Recycling Compensation, a Recycler will fully deconstruct Discarded Mattresses and sell the resulting Mattress materials (steel, foam, fiber, fabric, wood, etc.) to scrap dealers and other third parties for use in making new usable or marketable materials in compliance with state and federal law. A Recycler will abide by the Recycling Standards attached to this RFP (which may be revised or supplemented from time to time at MRC's discretion).

"Recycle" or **"Recycling"** as defined in California Public Resources Code § 40180, means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, excluding transformation (which refers to incineration, pyrolysis, distillation, or biological conversion other than composting) or engineered municipal solid waste.

“Recycler Compensation” means the amount that MRC will pay a Recycler under contract with MRC to Recycle Discarded Mattresses.

“Renovation” means altering a used Mattress or Foundation for the purpose of resale and includes one or more of the following: (a) Replacing the mattress, ticking, or filling; (b) Adding additional filling; (c) Rebuilding a used mattress; or (d) Replacing components with new or post-consumer materials unless the material is a clean Recycled material, consists of used electronic parts or controls, or is a used mattress base that is not covered by ticking..

“Recycling Service Rate” or **“Rate”** means the per unit rate at which the Recycler will be compensated for Recycling Discarded Mattresses for MRC.

“Recycling Percentage” means the percentage of the in-bound Program Materials that are Recycled.

“Retailer” means a person who sells mattresses in the state or offers to a Consumer a mattress in the state through any means, including, but not limited to, by remote offering, including sales outlets or catalogs, electronically through the internet, by telephone, or through the mail.

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

“State” refers to the state of California.

“Storage Container” is a container that a Collection Site may use to hold Mattresses discarded by Consumers, and may include weather-tight roll-off containers with lid, trailers, or sea containers of various sizes.

“Transporter” means a person or company transporting discarded Program mattresses to an MRC-contracted Recycler.

“Unit” means one Mattress or one Foundation.

B. PROGRAM CONTRACTS AND TERMS AND CONDITIONS

This RFP 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 may negotiate a formal contract with one or more selected parties based on their proposals, and other information that MRC considers relevant. MRC expects the contractual terms to begin in early 2025.

MRC 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 may negotiate as a result of this RFP and will apply to the RFP process.

C. PROGRAM OVERVIEW

Projected quantity of Discarded Mattresses:

The actual number of Mattresses Discarded in the State will vary from year to year (and from month to month within a year) for a variety of reasons. For example, since many Consumers discard an old Mattress when they buy a new one, the volume of Discarded Mattresses is affected to some extent by whether new Mattress sales in the State are increasing or decreasing. Mattress purchases also fluctuate seasonally over the year. Other factors that can affect the quantity of Mattresses that enter the Program include changes in Consumer purchasing and recycling behavior, the general health of the economy, weather and natural disasters, and regulatory or governmental policies. Likewise, the mix of Discarded Mattresses (in terms of size, material composition and the ratio of Mattresses to Foundations) will vary over time as a result of factors outside of MRC's control.

To help parties prepare informed responses to this RFP, the following table provides the total annual Units by region and the total statewide quantity. Please note that these are projections only for the purpose of providing an informed response. A CA county map corresponding to the regions in the table is available in Exhibit 2.

| California Regions | Projected Annual Units |
|-----------------------------------|------------------------|
| Northern California | 39,276 |
| Northern California - Sacramento | 321,535 |
| Bay Area | 349,768 |
| Central | 104,517 |
| Central - Coastal | 47,531 |
| Southern California – Los Angeles | 498,858 |
| Southern California – San Diego | 104,264 |
| Total Units | 1,465,749 |

Mattress Sources: Sources of Discarded Mattresses include:

- Mattress Retailers
- Solid waste facilities
- Hotels/motels
- Schools and universities
- Hospitals
- Consumers
- Junk haulers and other refuse Collectors
- Construction and demolition debris facilities
- Prisons

Storage and Transportation: Third party haulers under contract with MRC provide Storage Containers and transport services from Collection Sites to Recyclers. Therefore, Proposers are not requested to provide either Storage Containers or transport services and should not include costs

associated with such equipment or services in their responses to this RFP. Annually, over 12,000 loads of Mattresses are transported to Recyclers throughout the State.

Compensation: MRC will compensate a Recycler at contracted Rates for providing the following services:

1. Recycling Services: MRC will pay the Recycler a flat per Unit Rate for all Units that it fully deconstructs and Recycles what it receives from MRC-designated Collectors and Transporters, and Incentive Collectors. This Rate must include all operational functions associated with receiving, weighing, counting, handling, deconstructing, segregating and preparing the Recycled component materials for sale; disposing of any non-recycled components; managing the final disposition of pocketed coils; and maintaining accurate records and data in a manner specified by MRC. The same Rate will apply to all Program recycling services provided by a Recycler, regardless of whether Recycler proposes to operate one or more facilities.

MRC will not pay the Recycler for any Units that Recycler designates for resale, reuse or Renovation. Units resold or transferred to these markets must be deducted from monthly recycling invoices and any Renovator or reseller must be registered and compliant with local, state and federal bedding laws.

Of the Discarded Mattresses, approximately 33% will contain “pocketed coils” (individual steel springs enclosed in fabric) and it is expected that this ratio will increase over time. The Recycler is expected to Recycle all pocketed coils.

2. Collector Incentive: Under the Program, Incentive Collectors that deliver Mattresses for Recycling to a Recycler may qualify for an Incentive under the Program. The following details regarding this Incentive are relevant to your response to this RFP:

- Recyclers will pay the Incentive by cash, check, electronic payment or other authorized means to qualified Incentive Collectors. MRC currently authorizes Incentive payments of \$3 per Unit for up to five Units per vehicle per day. MRC reserves the right to change the Incentive amount and qualifying terms at its discretion and may eliminate the Incentive statewide or in specific areas of the State.
- Recycler must maintain a log of Incentive Collectors that deliver such Units. The log must record the delivery date, quantity of Units delivered and certain Incentive Collector information. The Recycler must submit the log with its monthly invoice to MRC.
- MRC will reimburse the Recycler for the Incentive. Recycler may include Incentive reimbursement as part of its regular monthly billing/payment cycle upon Recycler providing documentation that the delivered Mattresses are Program Material.
- Since MRC will reimburse a Recycler for all documented Incentives paid to Incentive Collectors, your response to this RFP should NOT include the amount of the Incentive itself.
- The Recycler may not withhold any part of the Incentive from an Incentive Collector that provided qualifying Units to the Recycler.
- Any administrative costs a Recycler incurs to pay the Incentive to Collectors must be included in your per Unit Recycling rate on Form 4. Administrative activities associated with the Incentive include (1) disbursing this Incentive to the Incentive Collector and (2) collecting and maintaining documentation requested by MRC to demonstrate that you paid the Incentive for Program Materials.

- In 2022, 9% (122,203) of the Units collected statewide under the Program were delivered to Recyclers by Incentive Collectors. Most of these Units originated in southern California. Proposer's response to this RFP should anticipate the need to service up to 50 vehicles per day and facilitate payment to these Incentive Collectors.
- Your response to this RFP should state the number of days per week and hours the facility is open to pay the Incentive. (The ability of an Incentive Collector to deliver Units during reasonable times will be a factor that MRC will consider when evaluating the merits of responses to this RFP.)
- A Recycler must be prepared to begin accepting and paying Incentives on the first day of the contract.

3. Receiving: Collection Sites under contract to MRC collect Discarded Mattresses in a variety of Storage Containers including, 48' and 53' dry van trailers, 20' and 40' sea containers and roll-offs. Recycler must have adequate space, proper ingress/egress for large collection vehicles and be prepared to off-load these containers within 30 minutes of scheduled arrival. Recycler must also accept Units delivered directly by Consumers and Collectors. Recycler must weigh all incoming loads on a certified scale to capture actual weights of inbound Units.

- **Service Days:** Recycler's facility must be open to receive, weigh and count Units Monday – Friday during normal business hours - State and Federal holidays excluded. The contracted Recycler(s) will provide operating hours/days and scheduled holidays on an annual basis. The contracted Recycler(s) must staff a phone number from Monday – Friday during regular business hours. The Recycler must provide MRC with an alternative number to call during weekends and off hours.
- **Shipment Tracking:** All Mattresses arriving at a Recycler must be tracked on the designated MRC electronic reporting platform. Inbound shipments tracked on the electronic reporting platform by the Recycler may require additional accompanying documentation, such as a Bill of Lading (BOL) which must include the source, the shipment date, number of Units, and weight of Units arriving for Recycling. The Collection Site, Transporter and Recycler must each maintain a copy of the delivery through the electronic reporting platform or a BOL and acknowledge the accuracy of the record or note discrepancies. In the event a BOL is required, Recyclers will provide Transporters with BOLs to be completed for all Program pick-up activities. In other instances, (for example, deliveries to Recycler of Mattresses collected by a junk hauler) in which a load is transported by a third-party hauler without a BOL, the Recycler will complete the BOL upon arrival at the facility. **RECYCLER MUST VERIFY ALL DISCARDED UNITS ARE PROGRAM MATERIAL.**

All BOLs will be in a format similar to that specified in Section 6 and must be uploaded into an electronic reporting platform specified by MRC, along with any other collected paperwork such as Mattress origin logs.

4. Collection Event Services: MRC may require Recycler to provide labor for community Collection Events where Consumers drop off Discarded Mattresses. MRC will compensate the Recycler at the same Rate per Unit described for recycling the Units

obtained from these events. In addition, MRC will separately compensate the Recycler for travel time and on-site labor it provides at the event to load the Discarded Mattresses into Storage Containers or onto trucks at Rates listed in Form 4.

Data Management: Recycler must maintain all records for a minimum of 4 years, including but not limited to shipping documents (both for goods received and shipped), processing, material disposal and sales records. In addition, all data must be entered into the electronic reporting platform specified by MRC. Recycler will report the following information separately for each facility it uses to provide services to MRC under this Proposal. The data must accurately capture:

1. Recycler must track and maintain accurate records of incoming total quantity (Unit counts) and weight of Program Units that it receives from all sources including Solid Waste Facilities, Retailers, Consumers and others.
2. Recycler must track and maintain accurate records of incoming total quantity and weight of Non-Program Units accepted by the facility.
3. Within 1 business days of receipt, Recycler must accurately enter and record the total quantity of Program and Non-Program Material Units. Recycler must also upload the supporting documentation (such as Bills of Lading) for each transaction within 3 business days of the receipt of such documentation.
4. Within 1 business day of deconstructing of Program and Non-Program Material, the Recycler must accurately enter and record the total quantity of Processed Units each day.
5. Recycler must track and maintain accurate records of the weight of each commodity sold in secondary markets or material disposed of as solid waste (waste-to-energy facilities, or landfills), including the total quantity and weight of unrecyclable whole Units disposed of as solid waste. These records must be organized and maintained by material type (e.g., steel, foam, fiber, etc.).
6. Within 3 business days of receiving weight documentation from secondary markets or solid waste facilities, the Recycler must accurately enter the weight and final disposition (vendor name) of each material. Recycler must also upload the supporting documentation (such as Bills of Lading) for each disposition within 3 business days of such documentation.
7. Within 3 business days of the shipment of whole Units or component materials (e.g. foam, wood, etc.) from the Recycler's premises for resale, reuse or Renovation, Recycler must accurately enter the weight, quantity and destination of that material. Recycler must also upload the supporting documentation (such as Bills of Lading) for each resale, reuse or Renovation transaction within 3 business days of such documentation.
8. The outbound weights (sum of 6, 7 above), with appropriate adjustments for inventories and work in progress, should be within 97% by weight of the total inbound weight of Units received during the past nine months. The only difference should be from material that has been prepared for Recycled commodity buyers/disposal but has not been shipped offsite, and unprocessed whole Units in inventory.

Invoicing: Recycler will invoice monthly for services provided. Invoice should be submitted to MRC no later than the 6th day of the following month. MRC will compensate Recycler only for Program Material that Recycler has received, weighed, accurately counted, fully deconstructed, and documented in compliance with MRC's Mattress Recycling Standards. (For example, the

Mattresses must have been used and discarded in State.)

MRC's payment terms are net 30 days upon receipt of invoice with complete supporting documentation.

IMPORTANT: MRC does not pay on Units received. Recyclers can only invoice for Units that are fully deconstructed and Recycled during the invoice period.

A Recycler must permit MRC staff to routinely enter and inspect Recycler's premises, as well as MRC's in-house and contracted third party auditors to inspect a Recycler's premises and records, with or without, notice to verify its compliance with contractual terms, including MRC's Mattress Recycling Standards. Recycler must provide back-up evidence of all in-bound loads before MRC approves a Recycler's invoice for payment.

MRC seeks to improve the sustainability of Mattress Recycling by conducting research to improve the collection, transportation, deconstruction and marketing of materials extracted from Discarded Mattresses. Recycler must cooperate with MRC on these research projects which may include collecting and preparing samples according to third party specifications and allowing reasonable access to Recycler's premises by MRC contractors. Recycler will not be responsible for extraneous costs related to these projects.

Your response to this RFP must include your proposal for all services that MRC requires. MRC will not compensate Recycler for any additional costs you or your subcontractors may incur in rendering these services (including any taxes, fees or similar costs you would incur in providing these services).

D. RFP TERMS AND CONDITIONS

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

FURTHER, MRC 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 its affiliates be liable for any damages whatsoever. In particular, MRC 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: jfallon@mrc-us.org MRC will respond to all questions; however, MRC is not responsible for questions that are not received. It is your responsibility to confirm MRC's receipt of any questions.

If substantive questions are received that, in the MRC'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 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 your response to this RFP in Microsoft Word or pdf, including all attachments and addendums to jfallon@mrc-us.org. MRC will confirm receipt of each RFP submittal. It is your responsibility to confirm MRC's receipt of your proposal.
4. A party that responds to this RFP and is selected by MRC to provide services under a formal contract with MRC will be an independent contractor to MRC, and will not function as an agent, partner or employee of MRC. Nothing contained herein shall be construed as contemplating any relationship other than independent contractor. As such, a Recycler under contract with MRC would be responsible for (i) making day-to-day and critical decisions regarding the processing, Recycling, and/or disposal of Mattress components under its contract with MRC 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 has certain legal obligations to report to CalRecycle regarding the status and progress of the Program. This includes providing aggregate information furnished to MRC by Recyclers, including inbound and outbound volume data reported to MRC.
6. It is your responsibility to clearly identify any information provided in response to this RFP that you consider to be proprietary, confidential, or a trade secret. In responding to this RFP, however, you acknowledge that any information you provide to MRC in response to this RFP, including information that you designate as proprietary, confidential, or trade secret information, may nevertheless be requested by CalRecycle or other local, state or federal agencies, and that MRC may be required by law to provide that information to a requesting government agency.
7. MRC expects the contract term to begin in 2025. The initial contract will be for three (3) years and may be extended automatically for additional one-year periods, unless either party provides 180 days' notice that it wishes to terminate the contract at the end of the current contract period.
8. By responding to this RFP, you agree to be bound by the terms of your proposal for 365 days or until a formal contract is negotiated.
9. By responding to this RFP, you agree to cooperate and respond to all due diligence efforts that MRC undertakes with respect to the Proposer, including but not limited to:
10. At minimum, a proposal must:
 - a. be received by the response deadline stated in this RFP;
 - b. contain all required RFP forms in the RFP addendum properly completed and signed by an authorized representative of the Proposer;

- c. contain a Technical Proposal that in the MRC'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 this RFP.
- 11. Failure to comply with the terms and conditions specified in the RFP could lead to your response being considered non-responsive and ineligible for further consideration.
- 12. MRC shall not be obligated to disclose any information about the any RFP responses or Proposers.
- 13. MRC shall not be responsible for any costs that Proposer or others incur in preparing a response to the RFP.
- 14. Proposers acknowledges that MRC's decision whether to enter into a contract at the conclusion of this RFP process will be at MRC's sole discretion.
- 15. This RFP does not commit MRC to contract with any party that responds to the RFP. MRC 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 Proposers whose firm, or any principal of the firm, is currently involved in a lawsuit or claim against MRC or ISPA, or is involved in, or has been involved during the 3-year prior to the date of this RFP, in other legal proceedings that are in MRC'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 deems necessary.
- 16. If you are selected to enter into a contract with MRC, Proposer will be required to furnish at that time:
 - a. Appropriate documentation that your company (as necessary) is qualified to do business in State (and any other relevant jurisdictions if your 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 as evidence that you are adequately insured by a recognized and responsible insurer for the period of the contract with the MRC. Minimum limits include:
 - Commercial General Liability Insurance (including coverage for bodily injury, property damage, complete operations, contractual liability and

damage to rented premises, if applicable) of not less than \$1 million per occurrence and \$2 million aggregate;

- Business Automobile, \$2,000,000 Combined Single Limit; and
- Workers' Compensation Coverage as required by state law.

The Certificate of Insurance should name Mattress Recycling Council California, LLC, Mattress Recycling Council Inc. and its members, directors, officers, employees, agents, assigns as additional insureds for Commercial General Liability Insurance. Any exclusions or exceptions to the types of claims and amounts which may be collected against a legitimate claim must be clearly delineated. Your insurer will be required to provide MRC with notification of any cancellation or change in the Proposer's insurance coverage during the period of the contract with MRC. Such notification must be made not less than 30 days prior to the date said cancellation or change becomes effective.

A contracted Recycler shall require all third parties that it uses to provide any services under its contract with MRC to comply with the same insurance requirements specified above.

Failure by the Recycler or third parties to maintain the insurance required shall be cause for immediate termination by MRC of its contract with Recycler.

3. RECYCLING STANDARDS



California Mattress Recycling Standards

The Mattress Recycling Standards (Standards) define the minimum requirements to be an approved Recycler for the Mattress Recycling Council California, LLC (MRC). Under these Standards, Mattresses must be managed and processed in a manner that adequately safeguards the environment, industry employees and consumers. The Standard also includes data tracking and reporting requirements.

MRC reserves the right at its discretion to review and revise these Standards.

For purposes of these Standards, the term “Mattress” or “unit” should be interpreted to include both Mattresses and Foundations (or box-springs).

Background

Recyclers must comply with these standards, contract terms and conditions and all legislative and regulatory requirements as set forth in contractual agreements. Recyclers must have transparent operations, clear and documented recycling procedures and accurate tracking of all Mattresses and components (including Non-Program Mattresses and non-recyclable waste). MRC reserves the right to request all documents, and written plans and procedures required in these Standards. All Recyclers will be audited under these Standards.

Disclaimer

MRC does not intend for these Standards to constitute or provide legal guidance of any kind. The Recycler must be aware of and abide by all local, state, or federal laws and regulations applicable to the management of post-consumer Mattresses or the business operations of the Recycler. In the event that these Standards are inconsistent with any such laws or regulations, the laws or regulations take precedence, and the Recycler must inform MRC of such inconsistency.

1. General Requirements

Each Recycler shall:

- 1.1. Possess current and valid business licenses, insurance and meet all applicable local, state and federal requirements in order to provide the MRC contracted services and related business activities, **including but not limited to:**
 - Occupational Safety and Health Administration (OSHA) and applicable local, state and federal health and safety regulations
 - Local and state fire department regulations, fire and building codes and other applicable building and occupancy safety requirements
- 1.2. Maintain all business records for a minimum of 4 years, including but not limited to shipping documents (both for goods received and shipped), processing, material disposal and sales records.
- 1.3. Develop and keep current a written plan that assures that:
 - 1.3.1. inventory of unprocessed Mattresses (including both Program and Non-Program Materials), stored at Recycler’s premises (including Storage Containers and truck

trailers on its premises) will not exceed [number to be determined] Units at any time;

- 1.3.2. Recycler's facility or site will be properly closed in the event of sale, closure, abandonment, bankruptcy, any form of dissolution of the Recycler, or for any other reason, in compliance with all applicable local, state and federal laws and regulations;
- 1.3.3. any Mattresses, Mattress materials, or other products or materials processed by the Recycler will not be abandoned in the event of closure;
- 1.3.4. any contamination to the Recycler's facility or site will be properly remediated in accordance with all applicable local, state and federal laws and regulations;
- 1.3.5. Recycler will provide written notice of closure to MRC with a minimum of 90-days advance notice; and
- 1.3.6. Recycler will maintain adequate funds or other resources that will be used to fulfill these assurances should the need for such funds arise.
- 1.4. Maintain a consistent operating schedule and provide MRC with a written notice of its holiday closures on an annual basis.
- 1.5. Provide written notice to MRC of any incidents that required the assistance of first responders (fire, ambulance, police) within 12 hours of the occurrence.
- 1.6. Provide written notice to MRC of any regulatory orders, fines or other governmental or administrative actions, including but not limited to OSHA violations, taken within 2 business days of receiving such orders or fines.
- 1.7. Maintain a documented health and safety plan to record and track accidents, injuries or violations and any corresponding corrective and/or preventive actions taken.
- 1.8. Maintain a documented process to identify and communicate physical, mechanical, biological or pathogenic hazards and severity of such hazard to employees, and any corresponding corrective and/or preventive actions taken.
- 1.9. Maintain a documented process to identify and communicate potential fire hazards and severity of such hazards to employees, and any corresponding corrective and/or preventive actions taken.

2. Material Processing

Each Recycler shall implement and maintain a documented plan for deconstructing Mattresses, which shall at a minimum require the Recycler to:

- 2.1. Fully deconstruct each Unit, unless the whole unit is being sold or provided to a qualified Refurbisher.
- 2.2. Recycle at least 75% by weight of the Mattresses it processes by selling such material through end markets that use the commodities in making new materials or products.
- 2.3. Minimize the quantity of material disposed of through landfills, incineration, waste to energy facilities or other non-recycling avenues.
- 2.4. Maintain a written policy describing how each Mattress type and material (including pocket coils) will be processed.
- 2.5. Fully deconstruct and Recycle all Units within 45 days of receipt at deconstruction facilities.

- 2.6. Dispose of or sell as a commodity all deconstructed mattress materials within 270 days of deconstruction.
- 2.7. List criteria applied in determining when a given Mattress cannot be processed.

3. Material Tracking

Each Recycler shall implement and maintain a documented plan to track and control Mattresses entering its processing facilities and the flow of recyclable and non-recyclable materials generated through the Mattress deconstruction process. Under the plan, the Recycler shall at minimum:

- 3.1. Weigh and count all inbound Mattresses.
- 3.2. Maintain in-house or third party annually calibrated and certified scale to weigh all in-bound and outbound materials on-site or document all out-bound shipments are using third party calibrated and certified scales.
- 3.3. Maintain daily records of all loads received, inventories and off-site shipments of commodities or solid waste.
- 3.4. Accurately record Units received. Separately track Non-Program Units received at the facility.
- 3.5. Maintain a list of all purchasers of Recycled materials and notify MRC of any changes to that list at least 10 business days in advance (the MRC will treat this information as confidential). Recycler must obtain written approval from MRC for new facilities.
- 3.6. Train employees on how to prepare and maintain all necessary records and other documentation related to the receipt, processing, inventory and disposition of Mattress and Mattress materials.
- 3.7. Complete a physical inventory of unprocessed Units and materials at least once per month and verify that it matches inventory levels in the electronic reporting platform specified by MRC.
- 3.8. Complete the provided Certificate of Recycling, Employment and Inventory on a monthly basis.

4. Downstream Due Diligence

Each Recycler shall have processes in place to identify, audit and approve all purchasers of Recycled materials. The processes shall at a minimum require:

- 4.1. Annual desk audits to verify each purchaser's compliance with all applicable local, state and federal environmental and other requirements, and review of each purchaser's operating permits, environmental compliance permits, business licenses, insurance and certifications.

5. Bed Bug Management

Each Recycler shall implement and maintain a documented plan to identify and mitigate bed bug infestation as Units are received and in the facility. Components of the plan shall, at minimum, address the following provisions:

- 5.1. Document that all employees attended bed-bug identification and mitigation training.
- 5.2. Post bed bug identification posters in prominent work place location to encourage proactive identification and isolation of contaminated Mattresses.
- 5.3. Clearly identify how infested Mattresses will be received, isolated and either decontaminated or disposed.
- 5.4. Track the number and if possible, source of contaminated Units.

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.

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title

Signature

Date

Transporter

Company Name:

Address:

Notes for ancillary charges:

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 to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title

Signature

Date

5. CONTRACT TERMS

The contract will include a Scope of Work that is similar to the following:

Scope of Work (SOW)

Recycler shall provide the following services under the Agreement:

1. General Requirements:

- Timely performance of all services required by this Agreement is essential.
- All Mattresses arriving at a Recycler must be tracked on the designated MRC electronic reporting platform. Inbound shipments tracked on the electronic reporting platform by the Recycler may require additional accompanying documentation, such as a Bill of Lading (BOL) which must include the source, the shipment date, number of Units, and weight of Units arriving for Recycling. The Collection Site, Transporter and Recycler must each maintain a copy of the delivery through the electronic reporting platform or a BOL and acknowledge the accuracy of the record or note discrepancies.
- In the event a BOL is required, Recyclers will provide Transporters with BOLs to be completed for all Program pick-up activities. In other instances, (for example, deliveries to Recycler of Mattresses collected by a junk hauler) in which a load is transported by a third-party hauler without a BOL, the Recycler will complete the BOL upon arrival at the facility.
- All Mattresses become the property and responsibility of Recycler upon their receipt by Recycler. Receipt can be signified by Recycler's written acceptance of a Bill of Lading accompanying the Mattresses.
- Recycler is expected to deconstruct Mattresses promptly after receipt. Unless approved in advance in writing, Recycler may store no more than [number to be determined] unprocessed Mattresses (including both Program and Non-Program Materials) at any time on its premises (including Storage Containers and truck trailers on its premises). Recycler will immediately inform MRC if it exceeds this limit.
- Recycler may not move Mattresses for storage at an off premises warehouse or other storage facility without prior written notice to MRC. Off-site accumulation of Units is grounds for immediate contract termination.
- Recycler shall take every precaution to protect all public and private property during the performance of the scope of work.
- Any damage to Collection Site or Transporter's personal property caused by Recycler's personnel or equipment, (including Recycler's subcontractors) shall be promptly repaired to the condition existing before the damage or replaced. The repair or replacement, including the expenses incurred, are the sole responsibility of Recycler.
- Insofar as possible, Recycler, in the carrying out of its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Recycler.
- Recycler must comply with all workplace safety and similar requirements set by the U.S. Occupational Safety and Health Administration, applicable building and fire codes, and other relevant federal, state and local laws, regulations and ordinances.

2. Processing:

- Recycler shall use its commercially reasonable best efforts to Recycle as much (by weight) as

possible to minimize the quantity of material placed in landfills or incinerators and to maximize the quantity of material sold in appropriate markets for use in making new materials or products. At a minimum, Recycler shall Recycle at least 75% by weight of the Mattresses it processes. Recycler's failure to meet this requirement may be grounds for termination unless secondary markets prohibit Recycler from meeting this goal.

- If unrecyclable residual material remains after processing, Recycler is responsible for the cost of properly disposing of this material through a landfill, waste to energy facility or other suitable facility.
- Whole Mattresses that Recycler deems entirely unacceptable for Recycling shall be disposed of as unrecyclable waste in a documented manner. Recycler shall be entitled to compensation for Mattresses disposed of in this manner, provided they do not exceed 0.5% of all Mattresses that the Recycler Recycles. MRC may ask for the reason(s) the product was deemed unacceptable.
- Recycler must dispose of or sell in appropriate markets all deconstructed mattress materials within 270 days of deconstruction.

3. Recordkeeping:

- Recycler shall accurately report the following data into MRC's reporting database:
- The total number and weight of Mattresses Recycler receives from different categories of Collection Sites and Collectors.
- The number and weight of incoming Non-Program Material must be tracked separately from Program Material.
- The total number of Units deconstructed each day of operation.
- The weight of Mattress materials Recycled, broken out by material type, and based on the weight of each commodity (e.g., steel, foam, fiber, etc.) sold.
- The number and weight of whole Non-Program and Program Units and the weight of all component materials (e.g. foam, wood, etc.) shipped off premises for reuse or Renovation.
- The weight of material sent to biomass, waste to energy facilities, or landfills.
- The number of whole Units sent to landfill or waste to energy facility after being deemed unrecyclable.
- As supporting documentation for these types of data, Recycler shall maintain:
 - Inbound shipment data entered into the electronic reporting platform specified by MRC.
 - Additional accompanying documentation, such as a Bill of Lading (BOL) which must include the source, the shipment date, number of Units, and weight of Units arriving for Recycling.
 - BOL's and weight tickets for all outbound shipments.

4. Preparation and Sale of Recycled Materials:

- Recycler will be responsible for preparing and selling the Recycled materials to parties that manufacture new products from Recycled Mattress materials or vendors, dealers, brokers or other parties in the secondary markets that sell such materials to parties that manufacturer new products. Unless otherwise agreed to with MRC, Recycler shall be entitled to receive all revenue it earns from the sale of the Recycled materials.

5. Administrative and Support Function:

- Recycler shall maintain a phone contact number that Recycler continuously supervises during regular business hours Monday through Friday Pacific Time.
- Recycler must provide timely responses to MRC requests for data on customer complaints, including frequency and nature of complaints.
- Recycler must provide up to date and daily receiving dock schedules in the electronic reporting platform specified by MRC
- Recycler will assign a customer service representative who will be the primary contact for service issues related to this Agreement.

6. MRC Inspection and Audit:

- Recycler shall monthly certify to MRC in writing the number of Units Recycled and provide other required information and certifications, by completing the Recycling Certificate form set forth in Exhibit 1 attached hereto, which by this reference is made a part of the Agreement, and which MRC may revise or alter from time to time in its sole discretion.
- Recycler will, upon immediate request, give MRC access to any Storage Container or part of its premises.

Exhibit 1

CERTIFICATE OF RECYCLING, EMPLOYMENT AND INVENTORY

To: Mattress Recycling Council California, LLC

From: [Name of Recycler]

Date: _____

Month Covered by This Certificate (the Month): _____

Number of Unprocessed Units in Inventory at the Close of the Month: _____

I, [name of person signing the certificate], serving as [insert individual's company title] of [Name of Recycler] (Recycler), being duly authorized to provide this certificate on behalf of Recycler, hereby certify to the Mattress Recycling Council under penalties of perjury that the following statements are truthful and accurate:

1. The quantities and weights of Mattresses reported by Recycler in the electronic reporting platform specified by MRC were recycled in strict compliance with the requirements of Recycler's contract with MRC and all applicable federal, State and local regulations,
2. The data reported by Recycler in the electronic reporting platform specified by MRC are based on this company's internal books records and are to the best of my knowledge accurate, and
3. Recycler's inventory of unprocessed Mattresses (including both Program and Non-Program Materials) as of the date of this certification, stored either at Recycler's premises (including Storage Containers and truck trailers on its premises) or with previously granted permission by MRC, at off-premises locations under Recycler's control, did not exceed a combined ____ Units, and
4. At the close of the Month, Recycler employed ____ full-time workers (that is, working 30 or more hours/week) and ____ part-time workers (that is, working fewer than 30 hours /week).

Authorized Signature

Print Name

Title

Date

Exhibit 2

MAP OF CALIFORNIA REGIONS

