



Oregon-based Media Relations/Public Affairs Consultant

REQUEST FOR PROPOSAL

Release Date: Aug. 6, 2024
Responses Due: Aug. 19, 2024

Mattress Recycling Council Oregon, LLC
Attn: Amanda Wall
awall@mrc-us.org
www.MattressRecyclingCouncil.org
(571) 482-5431

1. INTRODUCTION AND GENERAL INFORMATION

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

In 2022, Oregon enacted Senate Bill 1576, the Mattress Stewardship Act (referred to as the Act) 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), as the non-profit that will design, implement and administer the Oregon program. Similar non-profit companies have been formed by MRC Inc. in California, Connecticut, and Rhode Island.

The Program will be funded by a stewardship assessment collected on the sale of all Mattresses and box springs sold in and into Oregon.

The purpose of this Request for Proposal (RFP) is to collect information from parties (Proposers) interested in providing media relations and public affairs services.

B. CALENDAR OF IMPORTANT DATES

Dates are subject to change.

Event	Date
Release of RFP	Aug. 6, 2024
Deadline for RFP Questions	Aug. 9, 2024
MRC Responses to RFP Questions	Aug. 13, 2024
RFP Due	Aug. 19, 2024
Top Candidates Notified	Week of Aug. 26, 2024
Final Selection Notified	Week of Sept. 2, 2024

2. STATEMENT OF WORK & TERMS AND CONDITIONS

A. PROGRAM CONTRACTS AND TERMS AND CONDITIONS

This RFP provides parties interested in providing media relations/public affairs consulting services for MRC with the required information to prepare a proposal.

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 intends to negotiate a formal contract with one party based on their proposal, and other information that MRC considers relevant and expects the contract term to begin no sooner than October 2024.

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

Parties are advised that the Terms and Conditions specified in Section (C) 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.

B. PROPOSAL REQUIREMENTS & EXPECTED DELIVERABLES

MRC is interested in contracting with one media relations/public affairs consultant to assist with Program launch (Jan. 1, 2025) preparations and on-going promotion of the Program thereafter.

The Act requires the Program to “Provide for public education, advertising and promotion of discarded mattress collection opportunities statewide and on a regular basis.” The Proposer will advise and assist MRC in fulfilling the consumer outreach strategy described in [MRC’s approved Program plan](#).

Ideal Proposers will live and work in Oregon and be well-networked with local media to inform residents about how to recycle mattresses and generate positive media coverage. The selected Proposer will also collaborate with and encourage local elected officials and community-based groups to use their communication platforms (social media, newsletters, etc.) to promote mattress recycling opportunities.

Proposals should explain how the Proposer expects to provide the following deliverables, so that MRC completes the outreach strategy described in Part 11 of the Program plan and meets the deadlines for consumer outreach-related actions in the implementation timeline in Part 3.

Before program launch (during Q4 2024):

- Work with MRC staff to develop a media strategy for the first two years of the Program.
- Develop the content for a publicity toolkit (that will be used by participating collection sites, recyclers and local elected officials) that contains templates for a press release, social media posts and a newsletter article. Examples of toolkits made for other state programs are available [here](#).
- Prepare a press release announcing the Program’s launch and targeted local pitches.
- Provide a media training session for MRC staff (virtual or hybrid).

Upon program launch (early 2025):

- Distribute the developed press release, pitches and leverage media relationships to generate coverage.
- Conduct regular outreach to collection sites, recyclers and local elected officials to use the publicity toolkits.

After program launch:

- Provide a monthly report of the Program’s media coverage.
- Track use of publicity toolkits.
- Identify additional media opportunities and craft press releases or pitches for local distribution.
- Identify additional outreach opportunities with local elected officials and community-based groups in urban and rural parts of Oregon.

As needed:

- Provide crisis communications consulting.
- Lead practice sessions to prepare MRC staff for media interviews or presentations.
- Collaborate with MRC’s agency of record for brand management and graphic design.

A response to this RFP must include:

- A completed Form 1 as the cover page. Form 1 is pages 7-8 of this RFP.
- Name of individual(s) assigned to the project
- A written description of why you or your firm are qualified for this project
- Company and/or individual resumes or bios containing:
 - A broad description of media relations/public affairs experience and relevant projects related to environmental education, recycling education or public information campaigns.
 - The number of years of experience working with Oregon media.

- The number of years of experience working with elected officials (city, county and/or state) and community-based organizations.
- Three references with e-mail and phone numbers.
- Three writing samples (e.g. a press release, media pitch, media statement, op-ed, news article, eblast or newsletter, blog or website content).
- Acknowledgment of any potential conflicts of interest with MRC, mattress recycling companies or former employment in the mattress industry.

The proposal must also include a monthly retainer cost to achieve the deliverables and provide the services described above as well as hourly rates for other services not covered by the scope of work.

The retainer and hourly rates must include any taxes relevant at the time the proposer submits their response to this RFP.

C. 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: awall@mrc-us.org by August 9, 2023. MRC will respond to all questions. However, MRC is not responsible for questions that are not received. It is Proposer's 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 Proposers response to this RFP in Microsoft Word or pdf, including all attachments and addendums to awall@mrc-us.org. MRC will confirm receipt of each RFP submittal. It is Proposers responsibility to confirm MRC's receipt of their proposal.

4. A party that responds to this RFP and is selected by MRC to provide services under a formal consulting 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 consultant under contract with MRC would be responsible for (i) making day-to-day and critical decisions regarding 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. MRC expects the contract term to begin no sooner than October 2024. The initial contract will be for one (1) year 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.

6. 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.

7. At minimum, a proposal must:

- a) be received by the response deadline stated in this RFP;
- b) contain all required RFP requirements
- c) Be signed by an authorized representative of the Proposer;
- d) clearly note in its RFP any and all proposed exceptions, conditions or deviations from the requirements of this RFP.

8. 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.

9. MRC shall not disclose any financial or cost information about the winning (or losing) RFP responses or the number of Proposers.

10. MRC shall not be responsible for any costs that Proposer or others incur in preparing a response to the RFP.

11. Proposer 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.

12. 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 parties 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-years 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.

13. If Proposer is selected to enter into a contract with MRC, 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 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. 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;
 - Professional Liability Insurance of not less than \$1million per occurrence;
 - Business Automobile, any auto, \$1,000,000 Combined Single Limit, and
 - Workers' Compensation Coverage as required by Oregon state law.

Require all third parties that it uses to provide any services under its contract with MRC to comply with the same insurance coverages as required in 13.b.

FORM 1 - LETTER OF TRANSMITTAL

Please complete this form and include it as the COVER PAGE of your Proposal

Date:	
Proposer:	
Address:	
Proposal Contact & Title:	
Contact Phone Number:	
Contact Email Address:	
Alternate Contact and Title:	
Alternate Email Address:	
If a corporation, state of incorporation	
Federal Tax I.D. Number or Employee Identification Number	

I am authorized to submit this Proposal on behalf of the organization identified above to provide the services described in the Proposal.

I acknowledge receipt of, and have read, RFP (including all subsequent addenda). This Proposal is to the best of my knowledge true and accurate. I acknowledge that if facts stated in this Proposal are found to be false, MRC in its sole discretion may reject this Proposal from consideration and disqualify me and/or my organization from responding to future RFPs from MRC, or its affiliates.

In the event that MRC selects our organization, we are prepared to enter into a formal written contract with MRC on behalf of our organization for the program described, as well as any ancillary services related to this program. This application will remain valid for 90 days from the closing date.

In preparing and submitting this Proposal, I certify that:

- no person acting for, or employed by, the Mattress Recycling Council Oregon, LLC has a personal interest in, or is personally concerned with, this bid; and,
- no person or persons, or organizations, other than the undersigned, have, or are interested parties in this Proposal.

Authorized Signature:

Print Name:

Title:

Date:
