



Rhode Island Mattress Transportation Services

Request for Proposal

Release Date: January 17, 2019

Due: February 7, 2019

Mattress Recycling Council

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1. INTRODUCTION AND GENERAL INFORMATION

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

In 2013, Rhode Island and two other states (California and Connecticut) enacted used Mattress recycling laws. The Rhode Island General Law 23-90 Responsible Recycling, Reuse and Disposal of Mattresses (referred to as the Act), is intended to promote and encourage the proper recycling of Mattresses at the end of their life.

The International Sleep Products Association (ISPA) formed the Mattress Recycling Council Rhode Island, LLC (MRC), a non-profit corporation, to design and implement the Mattress recycling programs pursuant to the Rhode Island law. The Program proposed by MRC was approved by the Rhode Island Resource Recovery Corporation (RIRRC) and became Rhode Island’s Mattress recycling Program (the Program) which launched on May 1, 2016. The MRC, a limited liability corporation, administers the Program.

The Program is funded by a fee that Mattress sellers collect on the sale of all Mattresses and Foundations (together referred to as Units) sold in and into Rhode Island. These sellers then remit collected fees to MRC. MRC uses the fees collected to:

1. pay Transporters to transport Mattresses to MRC-contracted recycling facilities
2. pay Recyclers that process Discarded Mattresses
3. pay an incentive to individuals that collect Discarded Mattress for recycling and redeem them for payment according to MRC terms
4. fund MRC’s other operational and administrative costs (including, but not limited to Consumer education and public relations.)

The purpose of this Request for Proposal (RFP) is to collect information from parties interested in providing Mattress transportation services to MRC that we can use to assess the parties’ qualifications, experience and competitiveness. MRC 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 is interested in contracting with one or more Transporters that can provide statewide Mattress transportation services.

B. CALENDAR OF IMPORTANT DATES

| Event | Date |
|------------------------------------|------------------|
| Release RFP | January 17, 2019 |
| Deadline for RFP questions | January 24, 2019 |
| MRC Responses to RFP questions | January 29, 2019 |
| RFP due date | February 7, 2019 |
| Evaluation Period | February 2019 |
| Award notification and Contracting | March 2019 |

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 Rhode Island General Law 23-90, Responsible Recycling, Reuse and Disposal of Mattresses.

“Collection Site” means a physical location designated by MRC for the purpose of collecting or receiving Discarded Mattresses. Collection Sites may include, but are not limited to, participating Covered Entities.

“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 Rhode Island and delivers them to a Collection Site or Recycler.

“Consumer” means an owner or purchaser in Rhode Island 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 (such as, a hotel, university or school, hospital, etc.). A Consumer may qualify as a Collector.

“Covered Entity” means any political subdivision of the state, Mattress Retailer, permitted transfer station, waste-to-energy facility, healthcare facility, educational facility, correctional facility, military base, or commercial or nonprofit lodging establishment that possesses a Discarded Mattress that was discarded in the state. “Covered Entity” does not include any renovator, refurbisher, or any person who only transports a Discarded Mattress.

“Discarded Mattress” means any Mattress used in Rhode Island that a Consumer intends to discard, has discarded, or that is abandoned in Rhode Island.

“Foundation” (also commonly called “box-spring”) means any ticking-covered structure that is used to support a Mattress and that is composed of one or more of the following: A constructed frame, foam or a box spring. “Foundation” does not include any bed frame or base made of wood, metal or other material that rests upon the floor and that serves as a brace for a Mattress.

“ISPA” means the International Sleep Products Association.

“Mattress” means any resilient material or combination of materials that is enclosed by ticking, used alone or in combination with other products, and that is intended for or promoted for sleeping upon. "Mattress" includes any Foundation, renovated Foundation or renovated Mattress. "Mattress" does not include an unattached Mattress pad, an unattached Mattress

topper, including any item with resilient filling, with or without ticking, that is intended to be used with, or on top of a Mattress; a sleeping bag or pillow; a crib or bassinet Mattress, car bed; juvenile products including: a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, crib bumper, and the pads for those juvenile products; a product that contains liquid- or gaseous-filled ticking, including any water bed or air Mattress that does not contain upholstery material between the ticking and the Mattress core; any upholstered furniture that does not contain a detachable Mattress; or a fold out sofa bed or futon.

“**MRC**” refers to Mattress Recycling Council Rhode Island LLC, which the Mattress Recycling Council, nonprofit corporation, created to administer the Program.

“**Mattress Recycling Program**” or “**Program**” means the Mattress Recycling Program created by the MRC to comply with Rhode Island Chapter 23-90.

“**Program Material**” means Mattresses for which MRC will compensate a Recycler for recycling. This includes Units sourced from MRC-designated Collection Sites, Covered Entities located in Rhode Island (Retailers, hospitals, hotels, educational institutions, etc.). 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

“**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 any party who sells Mattresses to Consumers in Rhode Island or otherwise sells Mattresses for use in Rhode Island.

“**RIRRC**” refers to Rhode Island Resource Recovery Corporation located at 65 Shun Pike, Johnston, Rhode Island.

“**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.

“**State**” refers to the state of Rhode Island.

“**Storage Container**” is an enclosed 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 provides parties interested in providing transportation for MRC 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 may negotiate a formal contract with one or more selected parties based on their proposals, and other information that MRC considers relevant.

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

MRC's collection network includes 37 permanent Collection Sites in Rhode Island where residents can drop off their discarded Units. These permanent sites are typically solid waste transfer stations, recycling centers, or a Collection Event.

In addition to these municipal collection options, over 100 other entities (including Mattress Retailers, hotels, universities, and others that dispose of at least 50 Units are provided with temporary collection containers to Recycle their Units through the Program. They have the option to drop off their Units directly at an MRC-contracted Recycler, or if they have at least 50 Units available for recycling, MRC will pay to transport them to the Recycler

To prepare an informed response to this RFP, the following is an estimate of the number of total annual trips categorized by container type and location.

| Site Type/Container | Total Annual Trips |
|-------------------------------------|---------------------------|
| Permanent Collection Site/ Trailer | 350 |
| Permanent Collection Site/ Roll-off | 370 |
| Temporary Collection Sites/Trailers | 180 |

| County | Collection Site Location | Total Annual Trips | Container Type |
|---------------|---------------------------------|---------------------------|--|
| Bristol | Barrington | 12 | 40-yard roll-off |
| Bristol | Bristol | 33 | 40-yard roll-off |
| Bristol | Warren | 11 | 53' trailer |
| Kent | East Greenwich | 19 | 40-yard roll-off |
| Kent | Warwick | 41 | 53' trailer |
| Kent | West Greenwich | 7 | 40-yard roll-off |
| Kent | West Warwick | 8 | 53' trailer |
| Newport | Jamestown | 10 | 40-yard roll-off |
| Newport | Little Compton | 11 | 40-yard roll-off |
| Newport | Middletown (Collection Events) | 4 | 53' temp trailer |
| Newport | Newport | 25 | 53' trailer, 40-yard roll-off |
| Newport | Portsmouth | 17 | 40-yard roll-off |
| Newport | Tiverton | 6 | 53' trailer |
| Providence | Burrillville | 27 | 40-yard roll-off |
| Providence | Central Falls | 17 | 40-yard roll-off |
| Providence | Cranston (2 sites) | 40 | 53' trailer, 40-yard roll-off |
| Providence | East Providence | 29 | 53' trailer |
| Providence | Foster | 7 | 40-yard roll-off |
| Providence | Glocester | 14 | 40-yard roll-off |
| Providence | Johnston | 87 | 53' trailer (2) |
| Providence | Lincoln | 15 | 53' trailer |
| Providence | North Providence | 7 | 53' trailer |
| Providence | Pawtucket (2 sites) | 59 | 53' trailer, 40-yard roll-off |
| Providence | Providence | 85 | 53' trailer (2), 40-yard roll-off (1) |
| Providence | Scituate | 11 | 40-yard roll-off |
| Providence | Smithfield (Collection Events) | 3 | 53' temp trailer |
| Providence | Woonsocket | 34 | 53' trailer (2) |
| Washington | Charlestown | 9 | 40-yard roll-off |
| Washington | Exeter | 7 | 40-yard roll-off |
| Washington | North Kingstown | 31 | 40-yard roll-off |
| Washington | Richmond | 11 | 40-yard roll-off |
| Washington | South Kingstown | 37 | 40-yard roll-off (2) |
| Washington | Westerly | 64 | 40-yard roll-off (2) |

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

1. **Permanent Collection Sites:** MRC will compensate Transporter for transporting Discarded Mattresses from permanent Collection Sites to two Mattress recycling facilities in Willimantic, CT or Milford, MA. The actual location of each delivery will be at the discretion of MRC. A response to this RFP must include services to transport Discarded Mattresses from all participating entities throughout Rhode Island to each recycling facility. 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 fuel surcharges relevant at the time you submit your response to this RFP.
2. **Temporary Collection Sites:** MRC will compensate Transporter to provide on-call transportation from Covered Entities generating a minimum of fifty Discarded Mattresses at one time to a Recycler's facility. 53-foot enclosed 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 two hours for the entity to load the trailer. Most sites will allow a morning drop-off and afternoon pick-up to eliminate live load wait times. Other services could include weekend community Collection Events.
3. **Storage Containers:** MRC will compensate Transporter for monthly rental of Storage Containers that are suitable for each Collection Site. Collection Sites register with MRC to collect discarded Units in a variety of containers including, 48' and 53' trailers, sea containers and roll-offs. Currently the transportation network is supported with twenty-three (23) 40-yard roll-offs and sixteen (16) 53-foot trailers at permanent Collection Sites. There are approximately 180 annual trips from temporary Collection Sites that use 53-foot van trailers. MRC is interested in adding 28-foot trailers or other containers that increase the number of Units hauled per load to increase Program efficiency. All Storage Containers in the Program must be enclosed and covered to maintain the recyclability of discarded Units.

Note: MRC cannot guarantee any minimum of assigned Collection Sites that will be available for transportation at any point covered by a response to this RFP. MRC will change the end Recycling facility destinations if necessary due to capacity limitations or other factors.

Mattress Sources: Potential sources of Discarded Mattresses include:

- Participating municipal transfer stations
- Mattress Retailers
- Solid waste facilities
- Hotels/motels
- Schools and universities
- Hospitals/Healthcare facilities
- Military facilities
- Construction and demolition debris facilities
- Prisons

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 by transfer station personnel.

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, Proposer must be capable of providing Saturday pick-up if requested. Most Collection Sites are closed on state and federal holidays.

Service Days: The frequency of Mattress 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 pick-up request by the end of the business day that it is 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. Eastern Time and provide an alternative number during weekends and off hours.

Bills of Lading (BOL): All Mattresses arriving at a Recycler must be accompanied by a BOL specified by MRC 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 or note discrepancies. Transporters will provide and complete the BOL form for all Program pick-up activities. All BOLs will be in a format similar to that specified in Section 5 which MRC may modify at its discretion.

Invoicing and Reporting: Transporters must submit monthly invoices to MRC in an approved format. Transporter's invoices must include the BOL for each pickup. MRC'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 you propose must include all applicable taxes and/or fees, including any fuel surcharges applicable at time of submittal. MRC is a non-profit organization and is exempt from Rhode Island state sales tax.

Your response to this RFP must include your proposal for all services that MRC requires. MRC will not compensate Transporter 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@Mattressrecyclingcouncil.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@Mattressrecyclingcouncil.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 Transporter under contract with MRC would be responsible for (i) making day-to-day and critical decisions regarding the transportation and container management 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 RIRRC regarding the status and progress of the Program. This includes providing aggregate information furnished to MRC by Transporters, including inbound volume data reported on BOLs.
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 RIRRC 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 intends to begin the contract term in March 2019 with a full contract start date of May 2019. The initial contract will be for two (2) years and will 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 180 days or until a formal contract is negotiated.

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'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.
10. 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.
11. MRC shall not be obligated to disclose any information about the winning (or losing) RFP response or responses or the number of Proposers
12. MRC shall not be responsible for any costs that you or others incur in preparing a response to the RFP.
13. You acknowledge that MRC's decision whether to enter into a contract at the conclusion of this RFP process will be at MRC's sole discretion.
14. 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.
15. 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 Rhode Island, Connecticut and Massachusetts (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 authorized to do business in Rhode Island, Connecticut and Massachusetts 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;
- Business Automobile, \$1,000,000 Combined Single Limit; and
- Workers' Compensation Coverage as required by Rhode Island state law.

The Certificate of Insurance shall name MRC, 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 Transporter 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 Transporter or third parties to maintain the insurance required shall be cause for immediate termination by MRC of its contract with Transporter.

3. INSTRUCTIONS FOR COMPLETING RFP FORMS

All RFP responses will become the property of MRC and will not be returned except as otherwise provided. All costs incurred in connection with responding to this RFP shall be borne by the Proposer.

FORM 1 – LETTER OF TRANSMITTAL

Complete and sign Form 1. This will become the cover page for your proposal.

FORM 2 – TECHNICAL PROPOSAL: Mattress Transportation

Clearly explain how your company plans to provide the services described in this RFP. This should include, but not limited to:

- An inventory of equipment dedicated to MRC's RI Program
- Proposers dispatching procedures
- A description of the how Proposer will track service requests and deliveries including related documentation and record-keeping

FORM 3 – REFERENCES

Please provide the following references that MRC may contact:

1. Two references regarding your ability to provide the transportation services required by this RFP,
2. Two credit references

Please use multiple pages if needed to provide the necessary references.

FORM 4 – RATES

Please propose a rate for the following services:

Transportation Services: Propose rates for all temporary and permanent Collection Sites in Rhode Island by county.

Storage Containers: Under the Act, MRC must collect Discarded Mattresses from participating municipal transfer stations, municipal government property, or other solid waste management facilities and Covered Entities. Therefore, Transporters must provide Storage Containers to participating transfer stations as follows:

1. Deliver empty Storage Containers to participating Collection Sites
2. Provide 2 business-day pick-up of full Storage Containers from participating permanent Collection Sites
3. Deliver replacement Storage Container at time of pick-up
4. Transport full Storage Container to designated Recycling facility

Labor Services: Please provide hourly labor rates for on-site staff time to load Units into Storage Containers during weekend community Collection Events.

Your proposed Rates must include any taxes, operating or permit fees or other administrative or governmental costs that you must incur to provide the services described herein. The proposed rate must include any fuel surcharges applicable at time of submittal.

4. RFP FORMS

FORM 1 - LETTER OF TRANSMITTAL

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

Date: _____

Full Company Name: _____

Company Address: _____

City, State, Zip: _____

Phone: _____

E-mail Address: _____

If a corporation, state of incorporation: _____

Federal I.D. Number: _____

Name of Company Employee Authorized to Sign the Proposal: _____

Title: _____

I am authorized to submit this Request for Proposal (RFP) response on behalf of the company identified above to provide the services described in this RFP.

I acknowledge receipt of, and have read, the RFP (including all subsequent addenda). I have prepared the attached RFP response. This response is to the best of my knowledge true and accurate. I acknowledge that if facts stated in this response are found to be false, MRC in its sole discretion may reject this response from consideration and disqualify me and/or my company from responding to future RFPs issued by MRC. The response to the RFP that I hereby submit clearly identifies any differences or exceptions between this response and the RFP's requirements.

In the event that MRC selects my company to provide Recycling services, I am prepared to enter into a formal written contract with MRC on behalf of my firm to provide such goods and/or services on the terms described in this response. This response to the RFP will remain valid for the latter of 180 days from the RFP closing date.

In preparing and submitting this RFP response, I certify that:

- neither my company nor I directly or indirectly entered into any combination or arrangement with any person, firm or corporation; entered into any agreement; participated in any collusion;

or otherwise took any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or any applicable state antitrust, fair trade, fair competition, or consumer protection laws;

- this RFP response, and any formal contract awarded based on such response, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm, or corporation engaged in the same line of business or commerce;
- no person acting for, or employed by, the Mattress Recycling Council Rhode Island LLC has a personal interest in, or is personally concerned with, this bid; and,
- no person or persons, firm, or corporation other than the undersigned, have, or are, interested in this RFP response.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

FORM 2 - TECHNICAL PROPOSAL: MATTRESS TRANSPORTATION

Please complete this form and include it with your response. Use additional sheets if necessary.

Company Name: _____

1. Provide an overview of your company and why you are qualified to provide transportation services to MRC.

2. Please provide the following information about your transportation business:
 - a. Office Address:
 - b. Address for Tractor/Truck/Container Storage:
 - c. Number of employees:
 - d. Name and phone of transportation coordinator:
 - e. Number, type, and size of roll-offs in inventory:
 - f. Number, type, and size of enclosed roll-offs in inventory:
 - g. Number, type, and size of trailers in inventory:
 - h. Number, type and size of enclosed van trailers in inventory:
 - i. Number, type, and size of tractors/roll-off trucks in inventory:
 - j. Number, type, and size of trucks dedicated to MRC:
 - k. Number, type, and size of enclosed roll-offs dedicated to MRC:
 - l. Number, type and size of enclosed van trailers dedicated to MRC:
 - m. Number of drivers dedicated to MRC Program:
 - n. Number of years in business and number of miles the company has driven in the past twelve months:
 - o. Dun & Bradstreet number:
 - p. Ownership structure:
 - q. Required Permit(s):
 - r. Provide details as to whether your company has been a party to any bankruptcy or receivership proceedings; criminal, civil or administrative penalties, assessments, sanctions, settlements, consent decrees, or investigations or proceedings of any kind; or state or local permit violations in the past 5 years.
 - s. Days and hours of operation

3. Describe in detail your current dispatching procedures.

4. Describe in detail your tracking of loads from pickup request to delivery destination (include electronic tracking, documentation procedures, recordkeeping etc).

5. Provide photocopies of your business license and operating permits.

6. Provide photocopies of a current Certificate of Insurance showing valid coverage issued to you for the following:
 - 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, \$1,000,000 Combined Single Limit; and
- Workers' Compensation Coverage as required by Rhode Island state law.

FORM 3 – REFERENCES

This form requests that you provide the requisite number of transportation, and credit references that MRC may contact for reference.

TRANSPORTATION REFERENCES

Name of Responding Company: _____

Please list 2 entities that have used your transportation services and that the MRC may contact for reference.

| | |
|--|--|
| Reference Company: | |
| Street Address: | |
| City, State, Zip: | |
| Contact Name | |
| Contact Phone: | |
| E-mail: | |
| Describe Number of Years and Nature of Work You Provided for Reference Company: | |

| | |
|--|--|
| Reference Company: | |
| Street Address: | |
| City, State, Zip: | |
| Contact Name | |
| Contact Phone: | |
| E-mail: | |
| Describe Number of Years and Nature of Work You Provided for Reference Company: | |

CREDIT REFERENCES

Name of Responding Company: _____

Please list 2 credit references that are familiar with your company's payment history and that MRC may contact for reference.

| | |
|--------------------------|--|
| Name of Creditor: | |
| Street Address: | |
| City, State, Zip: | |
| Contact: | |
| Contact Phone: | |
| E-mail: | |

| | |
|--------------------------|--|
| Name of Creditor: | |
| Street Address: | |
| City, State, Zip: | |
| Contact: | |
| Contact Phone: | |
| E-mail: | |

FORM 4 –RATES

1. Transportation Services

Permanent Collection Sites: Please enter the flat rate stop charge all permanent Collection Sites located in each county to the designated recycling location. The stop charge rate includes delivery of empty, and pick-up of any Program Storage Container at the Collection Site. Transporter may include a one-time fee to drop the first empty container at a permanent Collection Site.

| County | Storage Container Type (i.e. 20' sea container, 40' roll-off, etc.) | Stop Charge Rate to Milford, MA Recycler | Stop Charge Rate to Willimantic, CT Recycler | Pre-Program Container Drop Fee at Permanent Collection Sites (one-time cost to MRC) |
|---------------|--|---|---|--|
| Bristol | | | | |
| Kent | | | | |
| Newport | | | | |
| Providence | | | | |
| Washington | | | | |

| County | Storage Container Type | Stop Charge Rate to Milford, MA Recycler | Stop Charge Rate to Willimantic, CT Recycler | Pre-Program Container Drop Fee at Permanent Collection Sites (one-time cost to MRC) |
|---------------|-------------------------------|---|---|--|
| Bristol | 53' Trailer | | | |
| Kent | 53' Trailer | | | |
| Newport | 53' Trailer | | | |
| Providence | 53' Trailer | | | |
| Washington | 53' Trailer | | | |

Temporary Collection Sites (minimum of 50 discarded Units): Please enter the flat rate stop charge for transportation services from each county to a designated recycling location. The stop charge rate includes temporary daily drop-off and pick-up of trailers. For certain temporary locations a live-load wait time of two hours may apply.

| County | Storage Container Type | Stop Charge Rate to Milford, MA Recycler | Stop Charge Rate to Willimantic, CT Recycler | Stop Charge Rate to West Warwick, RI Recycler |
|---------------|-------------------------------|---|---|--|
| Bristol | 53' Trailer | | | |
| Kent | 53' Trailer | | | |
| Newport | 53' Trailer | | | |
| Providence | 53' Trailer | | | |
| Washington | 53' Trailer | | | |

- Please describe any other charges that might apply to temporary pick-up of discarded Units from temporary Collection Sites:

- Identify any exclusions that you propose to make to the transport services requirements described in this RFP:

The baseline stop charges for permanent and temporary Collection Sites above must include any fuel surcharges applicable at time of submittal. Please describe any circumstances or methodology under which a fuel surcharge or rebate would be applied to the above rates:

2. Monthly Container Rental Services

Please enter the monthly container rental rate for the listed container types. The monthly rate is for containers placed at permanent Collection Sites.

| Storage Container Types | Monthly Rate |
|--------------------------------|---------------------|
| 20-foot sea container | |
| 40-yard enclosed roll-off | |
| 40-foot sea container | |
| 50-yard covered roll-off | |
| 53' enclosed van trailer | |
| 28' enclosed van trailer | |
| Other (specify): | |
| | |
| | |
| | |

3. Labor Services

MRC may require the Transporter to provide on-site labor to pack Mattresses during Collection Events. To staff these events, MRC will reimburse Transporter for the following activities:

- Mileage reimbursement for staff to drive to event, based on automobile operating rates calculated by the IRS; currently at \$0.58 per mile.
- Staff hourly wages. Provide per hour rate for on-site staff to provide Collection Event service. Rate should include consideration for staff meals and any overtime hours that may be incurred. If a driver will perform general labor duties during an event their travel time will be included in the flat rate stop charge for transportation services above.

| Cost Category | Hourly Rate | Notes |
|----------------------------|--------------------|--------------------------|
| General Labor on-site time | | Does not apply to breaks |
| General Labor travel time | | |

5. BILL OF LADING

BILL OF LADING

DATE:

Unique BOL #: pre-printed #

Collection Site/ Generator

Name:

Address:

Type of Collection Site: [] municipal transfer station [] mattress retailer [] other _____

Collection Container Type: [] 20 ft. sea container [] 30 yd. roll-off [] 40 yd. roll-off

[] 53 ft. trailer [] other: _____

Collection Site Count: Mattress & 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 Rhode Island.

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:

Date:

Address:

Recycler Count: Mattress & 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 Rhode Island.

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 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