

**REQUEST FOR QUOTATION (RFQ)**

**RFQ NO. 112-24  
MATTRESS RECYCLING**

**SCHEDULE OF EVENTS**

• RFQ Issued	11/21/2023		
• Deadline to Submit Additional Questions	11/30/2023	11:00 P.M.	Local Time
• Response to Written Questions	12/04/2023		
• RFQ Due Date	12/11/2023	11:00 P.M.	Local Time

**General Information:**

The City of Thornton (Thornton) is requesting Quotations for Procurement of services for the collection and recycling of mattresses and box springs from the general public.

**Buyer Contact Information:**

The contact information from the City’s Purchasing Office for this solicitation is as follows:

**Buyer:** Andrew Miskell, CPPB, Senior Purchasing Analyst

**Email:** [Andrew.Miskell@ThorntonCO.gov](mailto:Andrew.Miskell@ThorntonCO.gov)

Note: Communications with anyone other than the Purchasing Division during the course of the solicitation may result in rejection of your Quotation. All questions, comments, and submissions regarding this Request for Quotation (RFQ) shall be addressed to the Buyer, not to the end user.

**Current State:**

The collection of mattresses and/or box springs is done through a “Click and Haul” program that is provided by the Thornton Environmental Services (“Thornton staff”) as a service to the citizens. Citizens who do not qualify for this program but still wish to dispose of their materials may request assistance from the current Vendor for picking these up and/or for the citizen to take the items directly to the Vendor’s location.

Items collected through the “Click and Haul” program are collected by the Thornton staff from a citizen’s home and then loaded at a designated Thornton location. These items are then stored in a fifty-three foot (53’) trailer, which is swapped out with a new empty trailer by the awarded Vendor once it has been filled.

Once collection has taken place, the items are recycled to the best of the Vendor’s ability to reduce refuse being sent to the landfill.

**Scope of Work – Throughout the Year:**

Thornton is seeking a Vendor that can provide services for the recycling of mattresses, of any size, from the public. These services would include the provision, exchanging, and hauling of trailers for the storage of mattresses until said trailer is filled. A line item for the cost to pull and exchange a trailer has been provided below. Thornton is seeking one (1) total cost per pull and exchange, and will not accept separate charges for “dead heading” a trailer pull.

As Thornton collects the mattresses and box springs from the citizens, the Thornton staff will load these materials onto the trailer that has been provided by the Vendor at the Thornton designated facility. Once the trailer is close to being filled, the Thornton staff will contact the Vendor for collection of their trailer. Upon the collection of the trailer from the Thornton facility, the awarded Vendor would then recycle the items to the best of their ability in order to reduce the refuse that ends up in local landfills.

Thornton is also requesting that the Vendor be able to provide a direct to Vendor disposal ability, should a Thornton citizen drop their mattress or box spring off directly to a Vendor’s facility. Thornton shall not be liable for any charges incurred by a citizen for requesting a collection from the Vendor to their residence, nor for any charges incurred for a citizen dropping off materials directly to the Vendor’s location. The Vendor shall be liable for collecting any applicable funds from the citizen in these instances.

**Scope of Work – New Yearly Event:**

Thornton has received funding and approval from the Thornton City Council to conduct an event that has the potential to be a large-scale mattress collection event. This event in 2024 would be the first time Thornton is able to conduct this event, so there is no previous data to share with the Vendor community on expected quantities. The Scope of Work and expectations of the awarded Vendor for this event would be the same as for the Scope of Work and expectations that are conducted throughout the year, with the exception of location. Thornton would expect to conduct this event at a central location, and the Thornton citizens would then bring in their mattresses and box springs to the Thornton location. Once brought on-site, Thornton employees would continue with the loading of the materials onto the Vendor provided trailer(s).

Thornton anticipates conducting this event sometime between Memorial Day and Independence Day of 2024. Depending on the success of this event and the annual funding appropriations being approved by the Thornton City Council, this could become an annual event.

**Undesirable Materials:**

All soiled, moldy, biohazard materials, and/or wet mattresses and box springs that are collected by Thornton are disposed of through a separate agreement with one of Thornton’s landfill services Vendors. The awarded Vendor from this solicitation will not be expected to recycle such materials.

While Thornton will make every reasonable attempt to ensure that the materials are in good order and free from infestations prior to putting the collected materials onto the Vendor’s truck, Thornton cannot guarantee that all materials will be free from bed bugs or other vermin. Should Thornton find a mattress that is not in good order, Thornton will coordinate with the Vendor on if they would like to still take the materials, or if Thornton will need to dispose of the materials through another avenue (i.e., landfill services).

All mechanical beds received by Thornton, will be disposed of by Thornton at an appropriate facility, and these will not be required to be disposed of by the awarded Vendor.

**Vendor Location and Support:**

The awarded Vendor from this solicitation shall be able to provide local service to Thornton when trailers are filled and new, empty trailers are requested to replace the full trailers.

It is Thornton’s preference, but not a requirement of this bid, to have an awarded Vendor that is local to the Denver Metro/Colorado region in order for citizens of Thornton to be able to take their mattresses and box springs directly to the awarded Vendor’s location, should they so choose.

**Expected Quantities:**

The following quantities listed within this RFQ are to the best of Thornton’s knowledge, and do not obligate the Buyer to procure additional items. These quantities have been provided to better educate the proposing Vendor of Thornton’s estimated annual needs.

Each current “Trailer Swap” consists of one (1) 53’ trailer that have been filled and replaced with a new, empty trailer in its place.

<b>Year</b>	<b>Mattresses Collected</b>	<b>Trailer Swaps</b>
<b>2019</b>	1,143	9
<b>2020</b>	1,319	10
<b>2021</b>	1,561	15
<b>2022</b>	1,074	10
<b>2023 YTD</b>	647	5

**F.O.B. Point:**

The F.O.B. point for trailers to be dropped and picked up at shall be F.O.B. Destination for all Vendor costs. The Thornton location is:

Thornton Infrastructure Maintenance Center (IMC)  
12450 Washington Street  
Thornton, CO 80241

**Award:**

Award will be made on an "all or none" basis. Prices must be shown for each item listed. Proposals submitted without individual item prices listed may be considered as non-responsive and rejected.

**Award Term:**

The term of this award shall be from **January 1, 2024, through December 31, 2028**. A blanket purchase order (“BPO”) shall be issued each calendar year, based upon City Council approved annual funding, for that calendar year’s needs, collections, and invoicing.

**Pricing and Instructions:**

All prices shall be firm and fixed for the first year of the award term. Upon the conclusion of the first year, the awarded Vendor may then request an annual price adjustment for inflation, so long as that request is submitted in writing to Thornton on or before November 1<sup>st</sup>. All requests for adjustment shall not exceed the Denver-Aurora-Lakewood consumer price index (“CPI”).

A link to CPI that is current at the time of this solicitation has been provided below:

[https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUURS48BSA0,CUUSS48BSA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS48BSA0,CUUSS48BSA0)

It is the sole responsibility of the Vendor to submit their pricing adjustment request in writing to Thornton. If the Vendor fails to submit their pricing adjustment to Thornton by November 1<sup>st</sup>, then Thornton will continue into the next year with the previous year’s pricing.

**Vendor Questions:**

Vendor Questions will be collected by the Buyer and answered via an addendum that shall be sent to all participating Vendors according to the Schedule of Events listed above.

**Sample Agreement:**

A sample Technology Master Services Agreement has been provided under separate cover as part of this solicitation, titled “112-24 Appendix No. 1 Sample Agreement 11-21-23”. This sample agreement has been provided to inform the proposing Vendor of Thornton’s terms and conditions expectation for the awarded Vendor from this solicitation. This sample agreement is subject to change at Thornton’s sole discretion.

Thornton does not anticipate signing any separate agreement provided by the awarded Vendor. Should a proposing Vendor have any proposed redlines to Thornton’s sample agreement or have any additional terms and conditions that they would like for Thornton to consider, then the proposing Vendor is required to submit those redlines and additional terms and conditions with their final proposal submission for Thornton’s consideration.

The Vendor does not need to complete any of the information within the sample agreement as part of the initial proposal submission process, but may submit any proposed redlines. At Thornton’s sole discretion and as part of a final evaluation process by Selection Committee, the Buyer of Record may contact a proposing Vendor for any clarifications.

**Proposal Submission:**

Quotations are to be submitted no later than the time and date listed within the Schedule of Events listed above. Quotations shall be submitted either via BidNet®, direct email to the Buyer, or through physical submission to the address listed above on the first page.

**Basis of Award:**

Award shall be made to the responsive, responsible, Bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following is a list of the criteria that may be used in determining the Award:

- A. Responsiveness to the terms and conditions of the RFQ;
- B. Responsibility of the Bidder;
- C. Adherence to specifications and/or Scope of Services;
- D. Delivery and/or completion time;
- E. Guarantees and warranties;
- F. Prices quoted;
- G. Local vendor consideration; and/or
- H. Overall cost effectiveness and greatest benefit as deemed in the best interest of Thornton.

Thornton-based businesses may be granted consideration in evaluation of price quotes if they meet the following criteria:

- A. The business maintains an office, manufacturing, training, retail, or repair facility within Thornton city limits;
- B. The business has a current Thornton business license;
- C. The business is current on all Thornton obligations; and
- D. The Bidder requests the consideration on the Bid Proposal Form and supplies the necessary documentation.

All nonmonetary bid criteria being equal, Thornton business' price quotes will be discounted for the purpose of evaluating the quotes when compared to non-Thornton-based businesses by the lesser of five percent (5%) of the price quote or ten thousand dollars (\$10,000).

**Cooperative Purchasing:**

Thornton encourages the proper use of cooperative purchasing and reserves the right to make results of this solicitation available to other governmental agencies seeking like equipment, goods, or services. Other agencies using this solicitation must do so according to regulations established by their individual organizations and accept sole responsibility for its use. The terms and conditions of any resulting transaction shall be exclusively between the buyer and the seller. Buyers and sellers using this solicitation in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

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**Quotation Form**

**(All Quotations must be submitted on this form)**

**Note to Vendors:** Unless listed as a separate line item, all pricing provided shall be considered as a delivered price. Both pricing and delivery time will be taken in to consideration when evaluating this bid.

BID ITEMS			
	<u>Description</u>	<u>UOM</u>	<u>Unit Delivered Price</u>
1.	Cost of recycling each mattress and/or box spring	Ea.	\$ _____
2.	Cost to pull each trailer full load and replace with an empty trailer (Haul fee)	Ea.	\$ _____
3.	Monthly cost to rent the trailer that will be parked at Thornton location  (Note – If there is no cost to park the trailer, enter “\$0.00” for the unit price.)	Ea.	\$ _____
4.	Additional charge per mattress and/or box spring that is infested with insects or vermin.	Ea.	\$ _____
ADDITIONAL QUESTIONS TO THE VENDOR			
What size are the trailers that you will be providing (28’ or 53’)?		_____ ft.	
What percentage of a mattress is your firm able to typically recycle?		_____ %	
Does your firm offer a discounted rate for citizens to drop off a mattress and/or box spring?		Yes    or    No    (Circle One)	
If yes, what is your unit price?		\$ _____	
Is your firm capable of picking up items from a citizen’s home, upon request?		Yes    or    No    (Circle One)	
If yes, what is your unit price?		\$ _____	

**ACCEPTANCE OF CONDITIONS AND ADDENDA ACKNOWLEDGEMENT FORM**

Vendor indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from issuing a Purchase Order to firms which employ certain family members of employees unless the Thornton Council determines it is in Thornton's best interest. For the purposes of this Charter Section, a domestic partner shall be considered equivalent to a family member. The Vendor attests to the following:

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the proposing firm or this Invitation for Bid, except as follows: (list, if any) \_\_\_\_\_

\_\_\_\_\_

2. The undersigned Vendor, having examined the Bid Documents, and having full knowledge of the product requested and described herein, hereby proposes that it will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Bid Documents, for the stated prices as payment in full.
3. I acknowledge receipt of any and all published addenda: Yes  No
4. My firm is claiming the Thornton Based Business Local Vendor Consideration: Yes  No

Proposing Vendor's Name: \_\_\_\_\_

Vendor Representative (Printed): \_\_\_\_\_

Vendor Representative (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE AGREEMENT ACKNOWLEDGEMENT FORM**

Regarding Thornton's Sample Agreement, the undersigned Vendor acknowledges the following:

- 1) The proposing Vendor has received a copy of Thornton's sample Agreement. Yes  No
  
- 2) All proposed exceptions to Thornton's sample Agreement and all proposed Vendor agreements have been included as part of your proposal submission for Thornton's evaluation and consideration. Yes  No
  
- 3) If chosen for award, that Thornton may accept, reject, or negotiate all proposed changes to the terms and conditions of the sample Agreement and all other Vendor proposed terms and conditions. Should an Agreement be unable to be reached between Thornton and my firm, I acknowledge that Thornton retains the sole discretion to reject the award made and move to another Vendor for award and contractual negotiations. Yes  No

Proposing Vendor's Name: \_\_\_\_\_

Submitted By (Printed): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **VENDOR CHECKLIST**

This checklist is for aiding the proposing Vendor's in completing their submission, only. It is not a requirement for a proposing Vendor to submit this checklist with their final proposal.

Have you as a proposing Vendor made sure to do the following with your proposal:

- 1) Completed and signed the "Acceptance Of Conditions And Addenda Acknowledgement Form"?  
Yes  No
  
- 2) Completed and signed the "Sample Agreement Acknowledgement Form"?  
Yes  No
  
- 3) Reviewed and understand the scope of work, and what Thornton's needs are?  
Yes  No
  
- 4) Completed the Pricing Form?  
Yes  No
  
- 5) Completed the Additional Questions from the Pricing Form?  
Yes  No