



California Architectural Paint Recovery Program

Request for Proposals

Paint Management Services

Due Date:

January 18th, 2012 5:00 p.m. PST

PaintCare

Attn: Mike O'Donnell

modonnell@paint.org

[206-498-5005](tel:206-498-5005)

Table of Contents

California Architectural Paint Recovery Program RFP

	<u>Page</u>
I. INTRODUCTION AND BACKGROUND	1
A. California's Architectural Paint Recovery Program	1
B. Calendar of Key Events	3
C. RFP Questions and Final Bidders List	3
II. STATEMENT OF WORK & TERMS AND CONDITIONS	3
A. Definitions	3
B. Program Subcontract Award(s) and Special Terms and Conditions	5
1. Special Subcontract Terms and Conditions	5
2. Special RFP Terms and Conditions	9
C. Operational Overview of Architectural Paint Recovery Program	10
D. Quantity and Technical Information	11
III. PROPOSAL CONTENT AND INSTRUCTION TO BIDDERS	14
A. General Submission Instructions	14
B. Checklist of Required Proposal Content	15
C. Proposal Summary (Table 1)	18
D. Collection/Shipping Containers Information and Proposal (Table 2)	20
E. Paint Management Overview and Requirements	23
F. Paint Management Rate Sheet (Table 3 and 4)	24
IV. EVALUATION CRITERIA AND AWARD TERMS	27
Appendix A – Final Waste Management Facilities and TSD’s	30
Appendix B – Program and Non-Program products	31

I. INTRODUCTION AND BACKGROUND

A. California's Architectural Paint Recovery Program

On September 28, 2010 then Governor Schwarzenegger signed AB 1343 creating the California Architectural Paint Recovery Program by statute. Cal. Public Resources Code §§ 48700 – 48706 (2010). The broad purpose of California's Architectural Paint Recovery Program is to “require paint manufacturers to develop and implement a Program to collect, transport, and process postconsumer paint to reduce the costs and environmental impacts of the disposal of postconsumer paint” in California. *Id.* § 48700. The statute defines Architectural Paint as “interior and exterior architectural coatings, sold in containers of five gallons or less for commercial or homeowner use, but does not include aerosol spray paint or architectural coatings purchased for industrial or original equipment manufacturer use.” *Id.* § 48701(a). PaintCare, Inc. (“PaintCare”) is the stewardship organization for California's Architectural Paint Recovery Program. They key Program goals are to:

1. Reduce the generation of postconsumer paint;
2. Promote the reuse of postconsumer paint; and
3. Properly manage post-consumer paint at end-of-life, including recovery and recycling of postconsumer paint.

To best accomplish the goals established by the Program, we have split the contracting responsibilities for California PaintCare into Paint Management and Paint Transportation.

1. Paint Management Services RFP – “Request for Proposal”
2. Paint Transportation Services RFI – “Request for Information”

This RFP is for Paint Management Services. These Services consist of: (1) providing Collection Containers to Collection Sites which initially collect leftover paint and architecture coatings; (2) operating Processing Center(s) for the temporary storage, sorting, and processing of Program Products for proper end-of-life management (reuse, recycling, energy recovery, or disposal); and (3) performing the proper end-of-life activity for the Program Products and/or sending the Program Products to a facility which performs such activity, and properly tracking such activities.¹ The Paint Transportation Services RFP will be issued prior to January 2012. We encourage potential bidders to submit a proposal for both RFPs.

¹ Defined terms, indicated by capitalized words (e.g. Collection Centers), are set forth in Section II.A of this RFP.

The purpose of this RFP is to identify potential service providers and pricing for the above Paint Management Services, as further explained in this RFP. PaintCare or its contracted Program Manager will administer this RFP and also implement and manage the Program by awarding subcontracts to selected Bidders and administering those subcontracts.

The Program will be funded by an assessment on each container of Architectural Paint sold in California, remitted to the Program by the producers. The Program will include a network of paint Collection Sites, which may be local government sites, retailers or others. Program products will be transported from these Collection Sites to processing centers for proper management by the transport service providers selected pursuant to the Paint Transportation Services RFP.

Per statute, the California Program plan must be submitted to CalRecycle on April 1, 2012. This plan will include a financial analysis of the Program including anticipated costs. Information and pricing from the Paint Management Service and Paint Transportation Service RFPs will help establish the Program Plan. July 1, 2012 is targeted as the date of commencement of Program operations; however, this start date is subject to change.

For more information about California's Architectural Paint Recovery Program, visit:
<http://www.calrecycle.ca.gov/epr/PolicyLaw/Paint.htm>

In July 2010, the first PaintCare program was implemented in Oregon under a similar legislative statute. Though this RFP is unique to California, bidders can view the first year annual report from the Oregon Department of Environmental Quality web-link at
<http://www.deq.state.or.us/lq/sw/prodstewardship/paint.htm>

B. Calendar of Key Events

Event	Date/Location
RFP Issued	December 22 nd , 2011
Deadline for RFP Questions	January 6 th , 2012
Response to RFP Questions delivered to Bidders	January 9 th , 2012
Proposer List Finalized	January 10 th , 2012
Closing Date for RFP Responses	January 18 th , 2012 5:00 p.m. PST
Evaluation Period	January – February 2012
Contracts Awarded	February 2012
Contracts Initiated	May – June 2012
Program Implementation Date	July 1, 2012

C. RFP Questions and Final Bidders List

It is the responsibility of Bidders to request clarification of any RFP details by sending an email for receipt before 5:00 p.m. PST January 6th 2012 to Mike O'Donnell at modonnell@paint.org. Oral requests for clarification will not be entertained. Inquiries after this date cannot be guaranteed a response. Notice of significant inquires (as determined at the discretion of PaintCare or its contracted Program Manager) and replies to such inquires will be provided by email to the final Bidders List.

If you intend to submit a proposal, you must be added to the final Bidders List by sending an email before 5:00 p.m. PST on January 10th, 2012 to Mike O'Donnell at modonnell@paint.org. Every submission will receive an e-mail acknowledging receipt and will receive notice of any subsequent changes to the RFP specification.

II. STATEMENT OF WORK & TERMS AND CONDITIONS

A. Definitions

“Amendment” means an addition to or deletion of a material change in, or clarification of, the RFP. Amendments shall be labeled as such, and made available to all interested Bidders as set forth in this RFP.

“Architectural Paint²” means interior and exterior architectural coatings sold in containers of five gallons or less for commercial or homeowner use, but does not include aerosol spray paint or industrial original equipment manufacturer or specialty coatings.

“Bidder” means a person, organization or governmental entity submitting a Proposal.

“Collection Container” means a container used by Collection Sites to hold Program Products. As guidance, this RFP envisions most of the program being serviced with reusable plastic bins holding about one cubic yard of Program Products. In the Oregon program these bins have an integrated pallet and provide secondary containment. Collection Containers may also include DOT specification drums, boxes on pallets, cages, roll-offs or other containment meeting the requirements of DOT SP-11624.

“Collection Site” means a physical location authorized by the Program for the initial collection of Program Products. Collection sites may include retail paint or hardware stores, permanent HHW sites, one-day community HHW collection, and/or paint only collection events.

“Closing Date” means the date and time on or before all Proposals must be submitted.

“HHW” means Household Hazardous Waste.

“Legislation” means Cal. Public Resources Code §§ 48700 – 48706 (2010).

“PaintCare” is a tax-exempt entity established under Section 501(c)(3) of the Internal Revenue Code which will carry out the responsibilities of the “stewardship organization” referred to in the Legislation.

“Processing Center” means a physical location authorized by the Program where Architectural Paint from Collection Sites is taken for temporary storing, sorting, and processing for proper end-of-life management (reuse, recycling, energy recovery, or disposal).

“Program” means the statewide California Architectural Recovery Program set forth in the Legislation and implemented by PaintCare.

² A list of acceptable architectural paint products will be provided before Program implementation.

“Program Products” mean paint and architectural coatings assessed a fee under the California Architectural Paint Recovery Program.

“Proposal” means a proposal submitted in response to the RFP.

“RFP” is an acronym for Request for Proposal.

“Roll-Off” means a metal container in sizes from 10 to 40 cubic yards that may be used for hauling larger amounts of Program Products.

“State” means the State of California.

“Subcontractor(s)” means any Bidder awarded a contract with PaintCare or its contracted Program Manager as a result of submitting a Proposal.

“TSD” is an acronym for treatment, storage and disposal.

B. Program Subcontract Award(s) and Special Terms and Conditions

Selected Bidders will be required to enter into a written subcontract with PaintCare or its contracted Program Manager. PaintCare or its contracted Program Manager reserves the right to negotiate actual contract details after a Subcontractor(s) has been selected. This RFP does not constitute an offer, nor promise to offer, to enter into any business agreement or relationship, nor should any intent to enter into a contract, agreement or relationship be construed. This RFP is meant as a guideline to be used in the creation of Proposals for the proper end-of-life management of leftover Architectural Paint collected by the Program.

Bidders are advised in advance that the Terms and Conditions specified in subsections (1) and (2) below will apply to any subcontract awarded in connection with this RFP and will apply to the RFP process.

1. Special Subcontract Terms and Conditions

- 1.1 Subcontractors are and shall be deemed independent contractors and not agents or employees of either PaintCare or its contracted Program Manager, and nothing contained herein shall be construed as constituting

any relationship other than independent contractor.

- 1.2 PaintCare or its contracted Program Manager shall have no authority to:
- (a) manage, direct, or supervise employees, representatives, or agents of any Subcontractor, including how they perform the work and achieve compliance with applicable law;
 - (b) Subcontractors shall be responsible for
 - (i) making day-to-day and critical decisions regarding the collection, transportation, processing, treatment, recycling, reuse, recovery for energy, and/or disposal of paint under their subcontracts and the undertaking, managing, and supervising of those activities; and
 - (ii) achieving compliance with all applicable law. PaintCare or its contracted Program Manager shall not have responsibility for making day-to-day and critical decisions about or undertaking, managing, or supervising activities identified under clause (b)(i) or achieving compliance with the law under clause (b)(ii).
- 1.3 PaintCare or its contracted Program Manger shall have the right to (a) monitor and verify that Subcontractors have complied with their subcontracts and applicable law, and (b) consult with Subcontractors about such compliance; provided, however, that PaintCare or its contracted Program Manager shall not and disclaim any ability to control, supervise, or manage (1) the employees of the Subcontractor; (2) the activities undertaken by Subcontractor specified in Paragraph 2(b)(i); and (3) the means by which Subcontractor meets the requirements specified in Paragraph 2(b)(ii). PaintCare or its contracted Program Manager may, with 24-hours notice, audit any Subcontractor managing Program Products.
- 1.4 Subcontractor, for itself, its successors and assigns, agrees to defend, indemnify, and hold harmless PaintCare and/or its contracted Program Manager and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (“Indemnified Parties”) from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages),

liabilities, expenses (including legal fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or are connected with the performance of the work, services, operations, or obligations under the contract awarded to the Subcontractor. This indemnification shall not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Contract attributable to PaintCare or its contracted Program Manager.

- 1.5 It is the responsibility of Subcontractors to clearly identify any RFP information provided that they consider to be proprietary, confidential, or trade secret. Subcontractor acknowledges that as the Program stewardship organization, PaintCare has certain reporting obligations to the State of California regarding the status and progress of the Program. This may include providing information to the State of California that is furnished by Subcontractors, including contract administration data. Subcontractor acknowledges that any information it provides to PaintCare or its contracted Program Manager claimed to be proprietary, confidential, or trade secret may be subject to the disclosure provisions in Title 14, California Code of Regulations, Division 7, Chapter 1, Article 4 (commencing with § 17041). *See* Proposed Program Regulations at § 18957 (Apr. 11, 2011), *available at* <http://www.calrecycle.ca.gov/Laws/Rulemaking/Paint/default.htm>. This may include disclosure to third parties other than the State of California. Notwithstanding the foregoing, Bidders are also advised that the Legislation contains a confidentiality provision which expressly provides that financial, production, or sales data reported by the stewardship organization is not a public record under the California Public Records Act and shall not be open to public inspection. Cal. Public Resources Code § 48704(b)(1)-(2).

- 1.6. PaintCare or its contracted Program Manager may, by written notice of default to the Subcontractor, terminate the subcontract in whole or in part if the Subcontractor fails to: (a) deliver the supplies or to perform the services within the time specified in this contract or any extension; (b) make progress, so as to endanger performance of this contract; or (c) perform any of the other provisions of the subcontract. PaintCare or its contracted Program Manager's right to terminate this subcontract under this Paragraph may be exercised if the Subcontractor does not cure any failure specified above within 10 days after receipt of the notice specifying the failure. If the subcontract is terminated under this paragraph, PaintCare or its contracted Program Manager shall pay Subcontractor for services performed up to the date of termination of the subcontract or of any services provided under the subcontract, whichever is earlier.
- 1.7 Any subcontract awarded under this RFP may not be assigned, novated, or otherwise transferred by operation of law by the Subcontractor without the prior written consent of PaintCare or its contracted Program Manager, which consent shall not be unreasonably withheld. Any change of control of the Subcontractor shall be deemed an assignment that requires the prior written consent. For purposes of this RFP, a "change in control" included any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Subcontractor.
- 1.8 Subcontractors may not further subcontract any part of the work described within this RFP without prior written approval from PaintCare or its contracted Program Manager.
- 1.9 Subcontractors may not change product management options or locations without prior written approval from PaintCare or its contracted Program Manager. Field audits of all service locations may be performed before granting change request approval.

- 1.10 Subcontractors must comply with all applicable federal, state, and local regulations in executing the requested scope of work and be able to provide evidence of the same upon request. Subcontractors shall be environmentally responsible and shall use industry best practices to safeguard against and minimize environmental impacts associated with its execution of the scope of work.
- 1.11 Subcontractors shall take every precaution to protect all public and private property during the performance of the scope of work. Any damage to Program property caused by Subcontractor's personnel or equipment shall be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be solely the responsibility of the Subcontractor.

2. Special RFP Terms and Conditions

- 2.1 Bidders have the option of bidding on the entire scope of work for the Paint Management Services or individual components those services (e.g. (a) providing Collection Containers; (b) operating and administering one or more Processing Centers for latex paint and alkyd paint; or (c) operating and administering one or more Process Centers subject to a limitation (e.g. only latex paint).
- 2.2 The base contract term will run until June 30, 2013 (one year after the Program's statutory start date of July 1, 2012), with an option for renewal for an additional number of years that PaintCare or its contracted Program Manager reserves the right to exercise at its discretion. If both parties mutually agree, contracts for longer than this contract time period may be executed.
- 2.3 Failure to comply with the terms and conditions specified in the RFP could lead to the response being considered non-responsive with no further evaluation of the Bidder's Proposal.

- 2.4 PaintCare or its contracted Program Manager shall not be obligated or bound to accept any bid or the lowest bid quoted in any response.
- 2.5 PaintCare or its contracted Program Manager shall not be obligated to disclose any information about the winning bid or bids.
- 2.6 PaintCare or its contracted Program Manager shall not be responsible for any costs incurred by a Bidder in preparing a response to the RFP.
- 2.7 The awarding of any subcontract as a result of this RFP will be at the sole discretion of PaintCare or its contracted Program Manager.
- 2.8 PaintCare or its contracted Program Manager reserves the right to award the contract as a whole to one service provider or in individual parts to various service providers or may contract with more than one service provider to supply the same service in the same or different geographic region.
- 2.9. PaintCare or its contracted Program Manager reserves the right to contract with service providers who do not submit Proposals.

C. Operational Overview of Architectural Paint Recovery Program

- 1. **Collection Site:** Leftover Architectural Paint in original consumer containers will be received from the public at Collection Sites located across the state. These may be local government sites, retailers or other. In addition there are expected to be a number of one day events managed by local governments or the Program at which leftover paint is collected. We expect most Collection Sites to co-mingle latex and alkyd paint containers in the same Collection Container; Collection Sites will not be expected to sort. Collection Sites may distribute some of the collected Program Products to consumers without cost for reuse. Program Products not reused will be placed in Collection Containers and managed by the Program.

2. **Transport and Load Consolidation:** Collection Containers filled with paint containers will be picked up by haulers contracted by the Program and transported to Processing Centers. Transporters may haul full or partial loads depending on how they structure their routes and the proximity of designated Processing Centers to Collection Centers.
3. **Processing Center:** Weighing, sorting, bulking, data collection and temporary storage of Program Products shall occur at the Processing Center. Paint containers will be sorted and managed by type (latex vs. alkyd) and other criteria, and may be color sorted in order to be reprocessed as recycled paint. Further processing may occur at this location or at a secondary location.
4. **End-of-Life Management:** Latex paint will be recycled at the Processing Center or at a downstream processor. It is anticipated that most latex will be recycled back into paint. A second tier of off-colors or off-spec latex will be down-cycled into secondary non-paint products. Even lower quality paint may require disposal through solidification and landfill. Alkyd paint may be recycled back into other paint products or utilized for energy value. Emptied containers (metal and plastic) will be recycled where possible.

D. Quantity and Technical Information

1. **Quantity data:** The following are estimates based on available information and experience from stewardship programs in other jurisdictions:
 - 1.1 **Estimate of quantity of new paint sold:** It is estimated that 59.3 million gallons of Architectural Paint were sold in CA in 2010 of which an estimated 90% was latex paint (water-based) and 10% alkyd paint (oil-based).
 - 1.2 **Historic quantity of leftover paint:** California 303 reporting data aggregates data from local government programs, but does not isolate Architectural Paint as a component of the hazardous waste report.

During fiscal year 2009-2010, CA HHW Programs reported collecting 57,837,941 pounds of oil and latex paint. Using a conversion of 10 pounds per gallon, this equates to 5,783,794 gallons of paint. However, 303 data is reported in gross weight (paint and outer container) and also includes a portion of material not covered under the PaintCare program. PaintCare or its contracted Program Manager does not guarantee any minimum or maximum volume of paint, but estimates first year volumes will be 4 million gallons. Based on Oregon PaintCare statistics from first year operations, we expect to collect 80% latex and 20% alkyd paint.

Over time it is expected that the proportion of leftover paint that is latex paint will increase, consistent with the trend for new paint sales.

- 1.3 **Future volume of leftover paint:** The Program expects that the volume of collected paint will increase over the years of the Program. Experience in other paint stewardship programs indicates that after several years of program operations, the volume recovered will continue to increase up to 7% or more of sales; however this is subject to many variables and no guarantee of volumes (and related work) can be made.
- 1.4 **Paint containers and legacy paint:** The maximum container size included in the Program is 5 gallons. Experience in other paint stewardship programs indicates that most of the material received in the program will be older legacy paint.
- 1.5 **Fullness** of leftover paint containers varies, but on average leftover paint containers are 30-45% full based on experience in other programs. Empty paint containers are not collected by the Program, although we expect empty containers to be recycled where viable secondary markets exist.
- 1.6 **Weight:** The weight of leftover paint can vary substantially depending on original ingredients and current condition. However, estimated average weights of leftover paint are:

- latex paint - 10 lbs. per gallon
- alkyd paint - 10 lbs. per gallon

1.7. **Paint Exchange Program:** PaintCare strongly encourages paint reuse programs as this represents the highest tier on the waste management hierarchy and will financially incentivize Collection Sites to give away paint within their communities. Based on experience in other programs, at least 5% of collected paint volumes can be reused, thus reducing the quantities of Program Products managed through the Program.

2. **Environmental Regulatory Information:**

2.1. **Important Note and Disclaimer:** The information in this section is intended as a general overview; however, Bidders should not rely on this information and are strongly urged to consult qualified professionals to determine the applicability of hazardous waste management regulations to the work described in this RFP.

2.2. The management (transportation, storage, processing, recycling, consolidation or disposal) of latex and alkyd paint managed under the Program has been granted a number of important exemptions under California law. It is the responsibility of the Bidder to fully understand the requirements of California law with regard to the Program.

2.3. Leftover paint collected from residential consumers (households) is exempt from state and federal hazardous waste management requirements.

2.4. Non-households (businesses, government organizations, non-profits) may be subject to federal and state hazardous waste management regulations depending on the amount of waste generated and accumulated. Under federal and state law, entities generating and

accumulating small amounts of hazardous waste can be “conditionally exempt small quantity generators (CESQG)” from hazardous waste management regulations if they:

- produce less than 220 pounds of hazardous waste each month;
- produce less than 2.2 pounds of acutely hazardous waste each month; and
- accumulate no more than 2,200 pounds of hazardous waste on site.

2.5 Businesses and organizations meeting these conditions are called CESQG’s and will be able to use the Program to drop off leftover Architectural Paint. The Program may require businesses claiming to be CESQG’s to complete and sign a declaration to that effect.

2.6 The Program will not accept leftover Architectural Paint from businesses or organizations not meeting the conditions for the CESQG exemption; however, latex paint from regulated generators will be accepted through the Program.

III. PROPOSAL CONTENT AND INSTRUCTIONS TO BIDDERS

A. General Submission Instructions

1. All Proposals must be sent by e-mail in either Microsoft Word or Adobe PDF format to Mike O’Donnell at modonnell@paint.org. If your proposal is more than 5MB, please send in several e-mails to ensure delivery.
2. All Proposals must be received by Mike O’Donnell before 5:00 p.m. PST on January 18th, 2012. All submissions will have their responses acknowledged.
3. Bidders must prepare a Proposal which addresses all requirements detailed in the RFP, including pricing information. The Proposal must include a completed cover sheet and the additional information specified in Section III. B., Checklist

of Required Proposal Content. The Proposal must be signed by a duly authorized representative empowered to bind the Bidder.

B. Checklist of Required Proposal Content

The Proposal must include the following information:

1. A cover sheet must be included with the Proposal and must meet the following requirements:

- identify the submitting Bidder;
- identify the name, title and signature of the person authorized to obligate the Bidder contractually;
- identify the name, title, and telephone number of the person authorized to negotiate agreements on behalf of the Bidder;
- identify the names, titles, and telephone numbers of persons to be contacted for clarification;
- explicitly state acceptance of the requirements in this RFP; and,
- acknowledge receipt of any and all Amendments to this RFP.

2. Transmittal Letter – Limit to (2) pages.

2.1 A declaration as to which components of the RFP the Proposal covers.

2.2 A brief synopsis of the highlights of the Bidder's Proposal and overall benefits of the Proposal to meeting the goals of the Architectural Paint Recovery Program.

3. Bidder Qualification, Past Performance, and Experience

3.1 An outline of the Bidder's experience managing post-consumer paint, including three current references with name, physical address, telephone and e-mail address.

3.2 Brief resumes of the key personnel that will be involved in the Program,

including their background, expertise and years in the industry.

4. Statement of Technical Understanding

4.1 Provide the address of each facility which would become a Processing Center if the Bidder was awarded a contract under this RFP. For each such facility, provide a flow-chart of material handling which shows how the paint, empty containers and non-Program material will be handled from the point of receipt through disposal. Include the following:

- paperwork;
- check-in;
- storage;
- processing/recycling;
- residual management;
- garbage management;
- non-Program material storage and downstream management;
- empty container management;
- designated outlets for recycled products; and
- estimated percent of program material sent to downstream markets or disposal.

4.2 Provide a description of how you will track materials and document number of pounds received on each bill of lading. Processing Centers must have on-site scales calibrated annually for weighing program materials.

4.3 For each processing facility included in the Proposal, describe your (a) existing processing capabilities in gallons per day, per week and per year; and (b) your current staff and operating hours. If you plan to expand operations, describe future processing volumes, capabilities, anticipated location of the facility(ies), and operation hours.

4.4 How many gallons of post-consumer paint were processed in the past 12 months at each processing facility included in the Proposal?

- 4.5 Describe the types of Collection Containers (including roll-offs) that you can and cannot receive at each processing facility included in the Proposal.
- 4.6 For each processing facility included in the Proposal, describe your management methods for post-consumer paint, percentage of in-bound latex that is recycled into paint or other products, color or volume limitations, processing time from tote arrival at your facility to returning empty tote to service.
- 4.7 Proposals shall include a description of Bidder's approach in providing the requirements specified in this RFP by stating an understanding of the work to be done and the deliverables required, identifying pertinent issues or potential problems related to the Program, and a positive commitment to meeting the time schedule in providing the required services.

5. Pricing and Other Information

- 5.1 You are required to provide pricing for any Program work elements you wish to undertake. All service options and combinations of service providers will be considered. Please indicate the elements for which you are proposing pricing.
- 5.2 Provide evidence of environmental liability insurance and Commercial General Liability (CGL) insurance applicable to the Bidder's execution of the scope of work. Bidders shall submit documentation that policies of insurance are issued by companies licensed or authorized to provide insurance in the State of California and meet or exceed an 'A' rating of A.M. Best company or its equivalent for companies not rated by Best. Prior to the execution of a contract, Bidders may be required to acquire additional insurance or obtain increased policy limits if, in the sole discretion of PaintCare or its contracted Program Manager, such additional insurance coverage is deemed prudent.

- 5.3 Provide statement and documentation if you can provide security/performance bond if required.
- 5.4 Provide a copy of regulatory permits or approvals as well as workers compensation coverage.
- 5.5 Provide a copy of financial statements which have been reviewed or audited by a certified public accountant or federal income tax returns with all attachments for the three most recent fiscal operating years.

C. Proposal Summary (Table 1)

The following sections provide information and price tables for Collection Containers and end-of-life management (reuse, recycling, energy recovery, and disposal) of leftover paint collected by the California Architectural Paint Recovery Program.

- 1. Pricing must be valid through June 30, 2013. PaintCare or its contracted Program Manager will consider using more than one service provider for the same element.
- 2. The services contemplated under this RFP require the Bidder to provide all labor, tools, machinery, materials, transportation, equipment, and services necessary for, and reasonably incidental to, the completion of the specified work.

Table 1: Indicate the Program operational elements for which your Proposal is being made

<input checked="" type="checkbox"/>	Program Element	Comment — indicate if your Proposal will cover all Program work elements for the category (“All”) or only a portion of the Program work elements (e.g. “Latex only”, or “up to 100,000 gallons per year”), and any other comments
<input type="checkbox"/>	Collection Container supply (Sec. 6 below)	
<input type="checkbox"/>	Latex paint management — Storing, sorting, processing, recycling, and disposal	
<input type="checkbox"/>	Alkyd paint management — Storing, sorting, processing, recycling, energy recovery, and disposal	

Other Information including lead time required to make service available to the Program.

D. Collection Containers Information and Proposal (Table 2)

- 1. Collection Containers for Program:** The Program will do a cost benefit analysis of owning all Program Collection Containers vs. having bidders provide the containers. The Oregon PaintCare program uses the Buckhorn Industries “Big-Box” series totes for post-consumer paint. These totes have worked well but are not nestable. We envision the CA program using several different types of containers to accommodate the existing infrastructure. The link below is provided for illustration purposes and should not be interpreted as a preference for a particular manufacturer. Any container used in the CA program must have a lid.



<http://www.buckhorninc.com/products/fixed-wall-bulk-containers.asp>

2. **SP-11624:** Collection Containers must meet the specifications of DOT SP11624. http://phmbc510.phmsa.dot.gov/staticfiles/PHMSA/SPA_App/OfferDocuments/SP11624_2009050343.pdf.

Local government HHW programs currently operate use a variety of collection containers including drums, totes, Triwall boxes, cages and roll-offs.

3. **Quantity:** The Program will consider having the Bidders own and supply the Collection Containers. Interested Bidders should provide pricing and container specifications in Table 2. Include the number you could supply and your financial limitations on the required capital expense.

4. Collection Containers will be required to handle the collected paint containers ranging in size up to 5 gallon pails. (For quantity information, see section II.D “Quantity and Technical Information”). Desirable characteristics include:

- reusable;
- durable, minimum five year lifespan;
- lidded;
- leakproof;
- stackable;
- nestable;
- integrated pallet; and
- internal dimensions that maximize the number of 1 and 5 gallons paint cans without air-space.

Table 2: Supply of Collection Containers - Indicate container types for which Proposal is being made

<input checked="" type="checkbox"/>	Table 2: Supply of Collection containers	Cost per container supplied for full term of contract (June 30, 2013)	Container specifications including number of uses, dimensions, capacity, tare weight, and other information
<input type="checkbox"/>	Reusable Tote	\$	
<input type="checkbox"/>	Triwall cubic yard box	\$	
<input type="checkbox"/>	55 gallon open top drums	\$	
<input type="checkbox"/>	Roll-Offs	\$	
<input type="checkbox"/>	Other (Specify)	\$	
<input type="checkbox"/>	Other (Specify)	\$	

Other Information including lead time/timing for availability of supplied Collection Containers

E. Paint Management Overview and Requirements

- 1. Facility Requirements:** Loads of filled Collection Containers will be delivered by contracted transporters from Collection Sites or consolidation points to one or more Processing Centers and will require:
 - off-load with forklifts;
 - documenting tote weights;
 - temporary storage;
 - sorting as to type and quality;
 - processing which will include emptying the paint from the consumer container (possibly including sorting by color) and managing the bulked residual paint and emptied containers by way of reuse, recycling, energy recovery, or disposal;
 - empty can recycling where secondary markets exist;
 - data collection;
 - Collection Container storage; and
 - non-Program material storage and management.

- 2. Off-loading and Storing:** Processing Centers will need forklifts and sufficient storage space for incoming filled collection containers and for outgoing emptied collection containers and processed material.

- 3. Sorting:** Collection Containers will hold a variety of paint containers to be sorted by type (latex and alkyd) and other criteria before processing. This may or may not require opening the paint container.

- 4. Processing:** After sorting, the processor will then take whatever steps are involved in that processing function, e.g. bulking alkyd paints into drums destined for energy recovery, or color sorting latex paint for reprocessing as paint, possibly using downstream service providers. Program Collection Containers must be emptied within 14 days of receipt to be recirculated back into the program.

5. **Empty Paint Cans:** Emptied paint containers may be processed for recycling, e.g. flattened and baled and sent to a metal or plastic recycler.
6. **Non-Program Material:** Based on historical data from other stewardship programs, we anticipate that 1-3% of material received will be non-Program material. Processors must be prepared to sort, classify, package and dispose of non-Program material as defined by Table 3 disposal methods.
7. **Pricing Table:** Pricing table 3 presents a number of product management options. Pricing should be inclusive of all services and materials required. If a Bidder will use downstream vendors, it is the responsibility of the Bidder to obtain necessary pricing and commitments from those vendors. For each disposal or recycling facility used in Table 3, complete the facility management information sheet in Appendix A.

F. **Paint Management Rate Sheets: Tables 3 and 4**

1. **Packing Methods:**

- **Loose Pack:** Paint will be in its original consumer container, therefore will require sorting by type and color, and bulking before it can be recycled.
- **Bulked:** Paint will be bulked at a Collection Site and placed into 55 gallon drums or large tote. Paint will not be managed by color or quality.
- **Pre-bulked and color sorted:** Paint arrives bulked and color sorted. This scenario is not likely to arise at a Collection Site, but may occur when another service provider or HHW facility has color sorted and bulked material but does not market or reuse the resulting product.
- **Labpack:** Management of some non-Program material will require labpacking per DOT specifications and shipping in DOT specification containers for final disposal.

2. **Management Methods:** Bidders must insert disposal methods for each paint category. Include an estimated percent for each item (i.e. recycle 60% / reuse 30% / fuels 10%).

Use the following terms:

- **Reuse:** Paint will be sold or given away in its original container.
- **Recycle into paint:** Paint will be reprocessed, repackaged and marketed as a recycled paint
- **Recycle into another product:** Paint will be processed and used as a non-paint product or as a component of another product. Describe your recycling process in the text of your submittal.
- **Fuels:** Material will be sent to a permitted facility to be used in fuel blend.
- **Incineration:** Material will be sent to an EPA certified incinerator for destructive incineration.
- **Landfill C or D:** Material will be sent to a Subtitle C or D landfill for solidification and/or pretreatment before disposal.

3. **Other Information**

- 3.1 Bidders will be required to provide certificates of recycling and disposal specifically listing all in-bound and outbound Bill of Lading or Manifest numbers on a quarterly basis.
- 3.2 Recycling and disposal options (including empty paint cans from processing) and facility locations must be approved by the Program. Any changes must be preapproved by the Program.

3.3 In the event the Program opts to supply a reusable container system, the Bidder will be required to transfer or process the contents of the shipping/collection container in a short time frame so that the container may be returned to the next Collection Site that requires a pickup service.

3.4 All products received must be processed within a three months period from date of receipt.

4. Tracking & reporting — Bidders will be required to provide the Program with the following monthly records and reports as well as any further tracking and reporting obligations imposed on the Program by regulation:

- Number of collection containers and poundage by:
 - Collection Location
 - Received Date
 - Manifest/Bill of Lading number
 - Type and size of containers (i.e. (15) 55 gallon drums)
 - Net weight per collection site and packaging type (Loosepack or bulk)

- Total program products managed by the processor in pounds. For example:
 - Latex paint for recycling in pounds
 - Latex paint for alternative reuse in pounds
 - Alkyd paint for fuels in pounds
 - Plastic containers for recycling in pounds
 - Metal cans for recycling in pounds
 - Non-Program products for incineration in pounds

- All invoices will be accompanied by supporting backup documentation such as copies of shipping documents and required monthly reports.

Table 3: Paint Management Rate Sheet – see External Table 3 Excel document

Table 4 Empty Paint Container Management — Identify management option, facility name, address, and capacity for each container type

Paint Container Type	Management Type: recycle, landfill, other	Facility Name	Facility Address	Annual Capacity (tons)
Plastic				
Metal				
Composite (metal rim, lid and handle on plastic base)				

Other Information:

IV. EVALUATION CRITERIA

- A.** Bidders should bear in mind that any Proposal that is unrealistically high or low in proposed pricing will be deemed reflective of a lack of understanding of the RFP and failure to understand the complexity and risk or the requirements as set forth in this RFP.
- B.** PaintCare or its contracted Program Manager may negotiate with prospective contractors to clarify or modify price, technical, or other sections of their proposal.
- C.** As a result of this RFP, PaintCare or its contracted Program Manager intends to award a contract to the responsible Bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to achieving the goals of the Program. The goal is to award a contract to the Bidder(s) that proposes the best value, all evaluation factors considered.

- D.** PaintCare or its contracted Program Manager may award a contract to a Bidder that demonstrates higher technical competence and/or relevant past experience over the lowest price response. Award may not necessarily be made to the Bidder with the lowest price.
- E.** PaintCare or its contracted Program Manager reserves the right to award to a single or multiple contractors.
- F.** The evaluation of Proposals shall be within the sole judgment and discretion of PaintCare or its contracted Program Manager. However, Bidders are advised that the following evaluation criteria will be considered:
- 1. Price**
 - Does low pricing indicate performance risk?
 - Is the Bidder's proposed pricing fair, reasonable, and competitive?
 - How does Bidder's proposed pricing rank against other Bidders?
 - 2. Relevant Past Experience and Qualifications**
 - Does Bidder's Proposal demonstrate that it has experience and the ability to successfully manage and perform each of the applicable components within the RFP?
 - Does Bidder have existing infrastructure and financial resources to support the Program?
 - 3. Technical Understanding**
 - Has the Bidder demonstrated a thorough understanding of the purpose and scope of the Program?
 - Has the Bidder demonstrated an understanding of the deliverables that it is to provide?
 - Has the Bidder demonstrated an understanding of the time schedule for implementation and can meet it?

In conducting its evaluation under Evaluation Factor 1, PaintCare or its contracted Program Manager will assign one of the following adjectival ratings to each Proposal to assess performance risks associated with proposed pricing.

Risk Level	Definition
Low	Proposal has little potential to cause disruption of schedule, increase in cost/price, or degradation of performance. Normal contractor effort and normal level of monitoring will probably be able to overcome difficulties.
Moderate	Proposal can potentially cause some minor disruption of schedule, increase in cost/price, or degradation of performance; however, sufficient monitoring will probably be able to overcome difficulties.
High	Proposal is likely to cause significant serious disruption of schedule, increase in cost/price, or degradation of performance even with close monitoring.

PaintCare or its contracted Program Manager will assign one of the following adjectival ratings to Evaluation Factor 2 and Evaluation Factor 3 in connection with evaluating Proposals.

Rating	Definition
Superior	Proposal demonstrates that the requirements of the RFP are very well understood and the approach will likely result in high probability of satisfying the requirement. Proposal clearly addresses and exceeds requirements with no significant weaknesses noted. Proposal contains numerous strengths and exceptional features that meet or exceed program expectations. The risk of unacceptable performance is low.
Acceptable	Proposal demonstrates that the requirements of the RFP are understood and the approach will likely result in good probability of satisfying the requirement. Proposal addresses and meets most requirements with some strengths; any weaknesses may be readily corrected. There is sufficient confidence that a fully compliant level of performance will be achieved that represents no more than a moderate risk of unacceptable performance.
Marginal	The Proposal demonstrates that only a portion of the requirements of the RFP are understood, and the approach will likely result in very low probability of satisfying the requirement. The Proposal addresses and meets some of the requirements with deficiencies that are possibly correctable. There is little expectation that acceptable performance would be achieved. The risk of poor performance is moderate to high.
Unacceptable	Proposal fails to meet minimal requirements of the RFP. Although it addresses and may partially satisfy some requirements, the Proposal contains multiple significant weaknesses and deficiencies. Proposal could not satisfy critical requirements without a major revision and/or a rewrite of the Proposal or a major redirection of effort. There is no reasonable expectation that acceptable performance would be achieved. The risk of unacceptable performance is high.

APPENDIX A
Waste Management Facilities and TSD's.

Provide the following information for all Waste Management Facilities and TSDs where Program and non-Program material received under this Proposal will be handled. Copy this page as necessary for each such facility.

1. Name and address of facility:

2. Environmental Protection Agency/State Identification Number: _____

3. Explain types of Program or non-Program material that would be handled at this facility:

4. Types of hazardous waste management performed at the Facility:

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Destructive Incineration | <input type="checkbox"/> Reuse |
| <input type="checkbox"/> Energy Recovery | <input type="checkbox"/> Storage |
| <input type="checkbox"/> Hazardous Waste Disposal | <input type="checkbox"/> Treatment |
| <input type="checkbox"/> Recycling | |

APPENDIX B

Example PaintCare Program and Non- Program Products

Program Products

(maximum container size of five gallons):

- Interior and Exterior Architectural Paints: Latex/water-based/acrylic, alkyd/oil-based, enamel (all types of finishes and sheens, including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Waterproofing concrete/masonry/wood sealers and repellents (not-tar-based or bitumen-based)
- Melamine, metal and rust preventative
- Primers, undercoaters and sealers
- Stains and Shellacs
- Swimming Pool Paints (single component)
- Varnishes and urethanes (single component)
- Lacquers, Lacquer Sanding Sealers, and Lacquer Stains
- Wood Coatings (containing no pesticides)

Non-Program Products

(regardless of container size):

- Industrial Maintenance Coatings
- OEM and Industrial surface coating (shop application) paints and finishes
- Aerosol Paints
- Automotive Paints
- Marine Paints
- Craft Paints
- Caulking Compounds, epoxies, glues or adhesives
- Colorants and tints
- Resins
- Paint Thinners, mineral spirits or solvents
- Paint Additives
- Pesticide containing products
- Roof patch or repair
- Tar-based or bitumen based products
- 2-Component Coatings
- Deck Cleaners
- Traffic Paints