



# California Paint Stewardship Program Request for Proposal Paint Transportation and Processing Services

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# Section 1. Introduction

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PaintCare invites Bids from qualified parties to provide collection support and transportation and Processing services. Bidders may Bid to service any or all of the four primary groups of sites/events identified in the scope of work within this RFP: (1) retailers, reuse stores, and solid waste facilities (landfills, transfer stations, and recycling centers); (2) large volume pickup sites; (3) household hazardous waste (also referred to herein as “HHW”) facilities and events; and (4) PaintCare hosted drop-off and giveaway events for PaintCare Products.

The purpose of this RFP is to identify Bidder(s) whose response conforms to the RFP and whose Bid, in the sole judgment of PaintCare, presents the greatest value to achieve the Program goals.

Bids, including the required content in Section 6 (Bid Content) and Appendices B, C, D, F, and G are due no later than 11:59 p.m. EST, September 25, 2024. Bids must be sent by e-mail in either Microsoft Word or Adobe PDF format to Fred Gabriel at [fgabriel@paint.org](mailto:fgabriel@paint.org).

# Section 2. Background

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The American Coatings Association established PaintCare to implement State-mandated paint stewardship programs in the United States on behalf of paint manufacturers in each State that adopts a paint stewardship law.

The California Paint Stewardship Program began in October 2012. The broad purpose of the California Paint Stewardship Program is for the paint manufacturing industry to develop and implement a Program to reduce the generation of postconsumer paint and collect, transport, and Process postconsumer paint in an environmentally sound and cost-effective manner. To accomplish the latter goals of the Legislation, PaintCare has established a network of paint Drop-Off Sites throughout the State by partnering with household hazardous waste collection programs, retailers, reuse stores, solid waste facilities, and other convenient locations for the public. PaintCare also offers direct pickups for businesses or households with at least 100 gallons of paint and holds events to collect additional paint and/or give away (for Reuse) paint in select areas of the State.

The California Paint Stewardship Program is funded by a fee on each container of new architectural paint sold in California. The fee is added to the wholesale price of paint by manufacturers and passed down through retailers to consumers. Manufacturers remit the fees to PaintCare.

For more information about PaintCare, visit [www.paintcare.org](http://www.paintcare.org).

## Section 3. Definitions

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

**“Bid”** means a proposal submitted in response to this RFP.

**“Bidder”** means a person, company, organization, or governmental entity submitting a Bid in response to this RFP.

**“Collection Bins”** means containers provided by or approved for use by PaintCare or its Service Providers to hold PaintCare Products.

**“Drop-Off Site”** means a location authorized by the Program to collect PaintCare Products.

**“Contract”** means the executed Paint Transportation and Processing Agreement between PaintCare Inc. and a Service Provider.

**“Disposal”** means placing solidified latex PaintCare Products into a permitted landfill.

**“Disposal Rate”** means the total volume of latex PaintCare Products Processed via Disposal as a proportion of the overall total volume of latex PaintCare Products Processed under the Contract.

**“Energy Recovery”** means a Processing method whereby oil-based paint is blended into a fuel, the combustion of which generates heat or energy that is used in the operation of a cement kiln, a waste-to-energy facility, or another facility permitted under applicable state and federal law.

**“Incineration”** means a Processing method whereby materials are burned to destroy them without recovering the generated heat or energy.

**“Large Volume Pickup” or “LVP Site”** means an eligible Program participant that has accumulated at least 100 gallons, measured by container size, of PaintCare Products.

**“Legislation”** means the California Architectural Paint Recovery Program, Public Resources Code sections 48700 et seq., including any amendments thereto.

**“PaintCare Products”** means leftover, postconsumer architectural paint collected by the Program. Examples of PaintCare Products are included in Appendix A (PaintCare Products and Non-PaintCare Products).

**“PaintCare Reporting Year”** means the period from January 1 to December 31.

**“Process,” “Processed,” or “Processing”** means the end-of-life management for PaintCare Products including Reuse, Recycling, Energy Recovery, and Disposal for latex PaintCare Products and Reuse, Recycling, Energy Recovery, and Incineration for oil-based PaintCare Products.

**"Processing Facility"** means a physical location vetted and selected by the Service Provider where PaintCare Products or non-PaintCare Products collected through the Program are taken for end-of-life management, i.e., Reuse, Recycling, Energy Recovery, Incineration, or Disposal.

**"Program"** means the California Architectural Paint Recovery Program set forth in the Legislation and implemented by PaintCare.

**"Recycling"** means a Process by which discarded PaintCare Products, components and by-products are transformed into new usable or marketable materials in a manner in which the original products may lose their identity. This term excludes Incineration and Energy Recovery, as well as repacking, repackaging, or selling unadulterated postconsumer paint.

**"Reuse"** refers to a Processing method by which the collected latex or oil-based PaintCare Products are sold or given away in the United States in their original containers and labels without any alteration of the container contents.

**"Reuse/Recycling Rate"** means the total volume of PaintCare Products Processed via some combination of Reuse and Recycling as a proportion of the overall total volume of PaintCare Products Processed under the applicable Contract.

**"RFP"** is an acronym for request for proposal.

**"Roll-Off"** means a metal container in sizes from 20 to 40 cubic yards that may be used for hauling larger amounts of PaintCare Products.

**"Service Provider"** means any entity that executes a Contract.

**"Sorting Facility"** means any physical location utilized by the Service Provider to separate, sort, consolidate, repack, or temporarily store PaintCare Products prior to transportation to a Processing Facility.

**"State"** means the State of California.

**"Template Contract"** means the template Paint Transportation and Processing Agreement appearing in Appendix E (Template Contract).

**"VSQG"** means an entity that qualifies as a very small quantity generator under federal rules (40 C.F.R. § 260.10) and under analogous State law.

# Section 4. Scope of Work

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## 4A. Overview

1. **Collection:** Collection services may include picking up PaintCare Products from Drop-Off Sites and/or receiving PaintCare Products directly from the public at Drop-Off Sites and from LVP Sites located across the State.
  - a. Retailers, reuse stores, and solid waste facilities (landfills, transfer stations, and recycling centers) will commingle containers of water-based (latex) and oil-based PaintCare Products in the same Collection Bins.
  - b. HHW facilities, HHW events, paint collection events, paint giveaway events, direct pickups, and LVP Sites sort and will package water-based and oil-based PaintCare Products separately.
  - c. Oil-based paint and other hazardous PaintCare Products will be collected only from households and VSQGs at PaintCare Drop-Off Sites that accept material from the public.
  - d. To date, business generators larger than VSQGs (i.e., SQGs and LQGs) have been able to have only latex PaintCare Products picked up through the LVP program. PaintCare is evaluating this practice, and sometime after January 1, 2025, PaintCare may allow pick up of oil-based PaintCare Products from SQG and LQG business generators (in addition to latex PaintCare Products). In the event this is required, Service Provider will be notified by PaintCare staff.
2. **Transportation:** Transportation services include delivering and setting up empty Collection Bins at the Drop-Off Sites and picking up the filled Collection Bins and transporting them to Processing Facilities. Service Providers may haul full or partial loads depending on how routes are structured and/or the number of Collection Bins at the Drop-Off Sites and Large Volume Pickup Sites.
3. **Processing**
  - a. **PaintCare Products:** the intent of the Program is to manage all PaintCare Products using environmentally-sound management practices, including Reuse, Recycling, and Energy Recovery, while minimizing Incineration and Disposal.
  - b. **Reuse Restrictions:** PaintCare Products Processed via Reuse shall not be sold or donated to a Drop-Off Site or for export outside the United States without prior written consent from PaintCare and prior receipt of instructions from PaintCare on how to properly report to PaintCare the volume and disposition of such PaintCare Products. Additionally, Service Providers may not sell or donate more than twenty-five (25) gallons of PaintCare Products for Reuse per day to a person or corporate entity without prior written consent from PaintCare.
  - c. **Non-PaintCare Products:** a small amount of non-PaintCare Products (e.g., paint thinners) may be inadvertently received through the Program. Service Providers, as well as any Processing Facilities utilized, must be permitted to sort, classify,

package, and properly manage non-PaintCare Products.

- d. Empty paint containers: Service Providers must recycle empty paint containers to the greatest extent practicable. Under any Contract, PaintCare will reserve the right to require Service Provider to recycle all empty paint containers. In such an event, PaintCare and Service Provider shall negotiate in good faith to determine a timeline for implementing such requirement and a price adjustment to reflect changes in the cost to provide such additional services. A copy of such unilateral modification and the accompanying negotiated terms will be memorialized in writing as a signed amendment to the Contract.

4. **Tracking, Reporting, and Invoicing:** Service Providers are required to provide PaintCare with the following:

- a. **Monthly Service Report.** Year-to-date monthly service reports are due no later than 45 days after the end of the month. These monthly service reports detail activity, per Drop-Off Site and LVP/recurring LVP Site, for all services rendered from January 1 of the current year to the last day of the reporting month (e.g., for the report due on May 15, the report would include all services from January 1 through March 31), regardless of the invoice date. The monthly service report must include, at a minimum:

- Invoice number
- Invoice date
- Date of Shipment
- Purchase order number, issued by PaintCare (default value will be the PaintCare Contract number)
- Site information: site name and site code provided by PaintCare (e.g., Central Paint RETCA01056), site address
- Pricing zone (if any)
- Item description (description of each billable item) Note: When the item description is paint (latex, oil-based, or mixed), the count, type, and size of collection container, tare weight of the collection container, gross weight measured by a certified or calibrated scale, paint type (latex, oil-based, or mixed), and packaging method (loose pack or bulk) must also be included in the report for each entry. All this information must be on the same line in the report. See example below.
- Count of item(s)
- Unit of measure for each item (e.g., lb., gal., each, hr., etc.)
- Unit price per item



- Following is an example excerpt of a monthly service report. Alternate formats may be proposed.

Inv#	Inv Date	Ship Date	Site Name	Street Address	City	Description	Zone	Units	UOM	Price	#Cont	Cont Type	Paint Type	Packing	Tare Each	Net Lbs
19801	1/15/2025	1/4/2025	Central Paint RETCA01056	123 Main St	Boonville	Processing	1	1,466	LBS	0.30	2	CYB	Mixed	Loose	72	1,322
19801	1/15/2025	1/4/2025	Central Paint RETCA01056	123 Main St	Boonville	Transportation	1	2	EACH	48.00						
19801	1/15/2025	1/4/2025	Central Paint RETCA01056	123 Main St	Boonville	Materials	1	2	EACH	45.00						
19802	1/15/2025	1/6/2025	Greens Paint RETCA00244	456 Bassett Ln	Madison	Processing	1	2,203	LBS	0.30	3	CYB	Mixed	Loose	72	1,987
19802	1/15/2025	1/6/2025	Greens Paint RETCA00244	456 Bassett Ln	Madison	Transportation	1	3	EACH	48.00						
19802	1/15/2025	1/6/2025	Greens Paint RETCA00244	456 Bassett Ln	Madison	Materials	1	3	EACH	45.00						
19805	1/15/2025	1/8/2025	Gold Rush Paint RETCA01067	35 Simpson Ave	Independence	Processing	1	1,999	LBS	0.30	4	CYB	Mixed	Loose	72	2,711
19805	1/15/2025	1/8/2025	Gold Rush Paint RETCA01067	35 Simpson Ave	Independence	Transportation	1	4	EACH	48.00						
19805	1/15/2025	1/8/2025	Gold Rush Paint RETCA01067	35 Simpson Ave	Independence	Materials	1	4	EACH	45.00						
19808	1/15/2025	1/10/2025	Hanford TS GTSCA01189	501 Tunnel Ave	Springfield	Processing	2	2,101	LBS	0.28	3	CYB	Latex	Bulked	72	1,885
19808	1/15/2025	1/10/2025	Hanford TS GTSCA01189	501 Tunnel Ave	Springfield	Processing	2	732	LBS	0.33	1	CYB	OBP	Loose	72	660
19808	1/15/2025	1/10/2025	Hanford TS GTSCA01189	501 Tunnel Ave	Springfield	Processing	2	4	EACH	48.00						
19808	1/15/2025	1/10/2025	Hanford TS GTSCA01189	501 Tunnel Ave	Springfield	Processing	2	4	EACH	45.00						
19856	1/15/2025	1/12/2025	HHWF HCFC A01887	834 Liberty Dr	Williamsburg	Processing	1	756	LBS	0.28	3	DM	Latex	Bulked	50	606
19856	1/15/2025	1/12/2025	HHWF HCFC A01887	834 Liberty Dr	Williamsburg	Processing	1	690	LBS	0.33	1	CYB	OBP	Loose	72	618
19856	1/15/2025	1/12/2025	HHWF HCFC A01887	834 Liberty Dr	Williamsburg	Processing	1	250	LBS	0.16		none	Latex	Reuse		250
19856	1/15/2025	1/12/2025	HHWF HCFC A01887	834 Liberty Dr	Williamsburg	Processing	1	3	LBS	25.00						
19856	1/15/2025	1/12/2025	HHWF HCFC A01887	834 Liberty Dr	Williamsburg	Processing	1	1	EACH	48.00						
19856	1/15/2025	1/12/2025	HHWF HCFC A01887	834 Liberty Dr	Williamsburg	Processing	1	3	EACH	40.00						
19856	1/15/2025	1/12/2025	HHWF HCFC A01887	834 Liberty Dr	Williamsburg	Processing	1	1	EACH	45.00						
19901	1/15/2024	1/14/2024	Polk HS THECA02064	998 Elm St	Bridgerton	Processing	3	2,254	LBS	0.28	3	CYB	Latex	Loose	72	2,038
19901	1/15/2024	1/14/2024	Polk HS THECA02064	998 Elm St	Bridgerton	Processing	3	741	LBS	0.33	1	CYB	OBP	Loose	72	669
19901	1/15/2024	1/14/2024	Polk HS THECA02064	998 Elm St	Bridgerton	Transportation	3	4	EACH	48.00						
19901	1/15/2024	1/14/2024	Polk HS THECA02064	998 Elm St	Bridgerton	Materials	3	4	EACH	45.00						

**b. Monthly Non-PaintCare Product Report detailing activity, per Drop-Off Site, during the month including:**

- Site information: site code (e.g., Retailer RETCA01564) provided by PaintCare, site name, and site address, city, and state.
- Date of shipment
- Description of Non-PaintCare product (e.g., solvents, acids)
- Number of containers (by size) for each type of Non-PaintCare product that the Service Provider picks up from each site during the reporting month.
- Following is an example of a monthly non-program product report. Service Providers must use the format below unless an alternate format is approved in advance by PaintCare.

Ship Date	Site ID	Site Name	Site Address	City	Description	#Containers
1/1/25	CA00567	Sherwin Williams	47 Basset Ln	Madison	Solvents and thinners	3
1/1/25	CA00567	Sherwin Williams	47 Basset Ln	Madison	Paint Additives	4
1/1/25	CA00567	Sherwin Williams	47 Basset Ln	Madison	Paint Strippers and deglossers	1
1/8/25	CA01654	Central Paint	123 Main St	Oakland	Unlabeled	10
1/8/25	CA01654	Central Paint	123 Main St	Oakland	Arts Crafts Furniture	6
1/9/25	CA01295	Peters Paint Pot	99 Route 15	Merced	Sealants and Adhesives	12
1/9/25	CA01295	Peters Paint Pot	99 Route 15	Merced	Auto, Marine and Traffic	8
1/9/25	CA01295	Peters Paint Pot	99 Route 15	Merced	Aerosols	21
1/9/25	CA01295	Peters Paint Pot	99 Route 15	Merced	Industrial Maintenance/Industrial Paints	4
1/14/25	CA01111	Sacramento Paint	879 Opal Blvd	San Jose	Non Hazardous (e.g., drywall mud)	5
1/14/25	CA01111	Sacramento Paint	879 Opal Blvd	San Jose	Other	1
1/14/25	CA01111	Sacramento Paint	879 Opal Blvd	San Jose	Automotive Products other than paint	2
1/24/25	CA02463	Westlake Hardware	64 Palm Tree St	Riverside	Roof Patch and Roof Products with Asphalt/Tar	3
1/24/25	CA02463	Westlake Hardware	64 Palm Tree St	Riverside	Two Part Coatings	4
1/25/25	CA08588	Dunn Edwards	39656 Broken Pine	Sonora	Cleaners Acids, Caustics	8
1/31/25	CA06545	Sacramento Paint	1234 K Street	Sacramento	Wood Preservatives	5

### c. Invoices

- Invoices must contain a unique invoice number, invoice date, description of service, total amount due, invoice due date and the Service Provider's contact information.
- The Service Provider will invoice PaintCare on a calendar month basis, with each invoice submitted to PaintCare no later than thirty (30) days after the end of the calendar month in which the invoiced Services were performed.
- Invoices with multiple service dates, if any, shall not include services provided in two different calendar months.
- Invoices for LVP shipments and HHW events must be per shipment.
- Invoices shall include the site name provided by PaintCare with the 10-character site code (e.g., B&Q Paints RETCA01564), site address, and shipment date (i.e., service date).
- All paint Processing costs shall be in pounds. If the amount of paint was tracked in gallons, as is typically done with Reuse, the gallons shall be converted to pounds using a conversion of 10 pounds per gallon unless previously agreed to in writing (e.g., there are 2 gallons of paint for Reuse and the negotiated rate is \$1.60 per gallon, the invoice would list 20 pounds at \$0.16 per pound.)
- Paint shipped in Roll-Off containers shall be invoiced by net weight instead of gross weight.
- If the Service Provider's own facility becomes authorized as a PaintCare Drop-Off Site, then PaintCare Products dropped off by the public at the Service Provider's own facility shall be invoiced by net weight instead of gross weight.

- d. **Monthly Invoice Aging Report** detailing outstanding invoices that have not been paid to the Service Provider, including:
- Invoice number
  - Invoice date
  - Invoice due date
  - Total amount due for each outstanding invoice
  - The aging of the invoices
- e. **Quarterly Processing Report** detailing activity, per Processing Facility, for all materials Processed during the calendar quarter will be provided within forty-five (45) days after each calendar quarter during the term of the Contract and will include:
- List of Processing Facilities, including name and address, type of paint Processed (latex or oil-based) and Processing method(s); and
  - Summary of total gallons Processed by paint type and Processing method for the quarter for all Processing Facilities and total pounds of (A) empty plastic paint containers managed per method (Reuse, Recycling, Disposal) and (B) empty metal paint containers managed per method (Reuse, Recycling, Disposal).
  - A copy of all Processing reports supplied by each Processing Facility displaying the data for all paint Processed in the quarter.
- f. **Annual Sustainability Report**, detailing the following information, as described more fully in Appendix G (Sustainability) to this RFP. Reporting for the prior calendar year (including any partial calendar year in the first and last year of the Contract term) shall be completed by May 1 of the following year and will include:
- Sustainability. (i) Any updates made to the Service Provider's company sustainability report and any specific verifiable information on internal sustainability initiatives commenced or implemented by the Service Provider in the immediately preceding year; and (ii) after registration as an EPA SmartWay Transport Carrier Partner, a representation and warranty that Service Provider remains a partner in good standing.
  - GHG emissions reporting related to the PaintCare Program as requested by PaintCare. At a minimum, the GHG emissions reporting will enable PaintCare to collect accurate GHG emissions reporting information that complies with applicable GHG emissions reporting laws/regulations and any sustainability goals developed by PaintCare, including but not limited to facility energy consumption and fleet data, all as described with specificity in Appendix G (Sustainability) to this RFP as summarized below:
    - Facility Energy Consumption: reporting detailing the total amount of all energy consumed (including the energy source/fuel type and

purpose of consumption) by Service Provider (including any approved subcontractors) in the performance of the Contract. Service Provider will be required to submit reporting detailing the total amount of all energy consumed (including the energy source/fuel type and purpose of consumption) by Service Provider (including any approved subcontractors) for (i) each Processing Facility and (ii) each Sorting Facility utilized by Service Provider in fulfilling its obligations under the Contract, including a reasonable estimate of the percentage of time each is dedicated to handling, sorting or processing PaintCare Products.

- Fleet Data reporting, in the form and format as PaintCare prescribes and updates from time to time, related to the services provided to PaintCare that will help PaintCare establish transportation GHG emissions reporting. This data includes, but may not be limited to, count of vehicle types servicing PaintCare, including primary fuel or energy source; facility address where the vehicles are located; total miles driven to service PaintCare for each vehicle type, and total weight of PaintCare materials transported per vehicle type.

## 4B. Service Details for Retailers, Reuse Stores, and Solid Waste Facilities

1. **Estimated Annual Activity:** PaintCare’s network of sites includes 589 retailers, 12 reuse stores, 7 landfills, recycling centers, and 55 solid waste transfer stations. In 2023 the Program collected 1.3 million gallons of paint from these sites.
2. **Collection:** Drop-Off Site personnel will be responsible for screening, collecting and properly packing the PaintCare Products into the Collection Bins.
3. **Collection Bins:** PaintCare prefers reusable Collection Bins to be utilized at retailers, reuse stores, and solid waste facilities when practical.
  - a. **Disposable Collection Bins**
    - If disposable Collection Bins are used, Service Provider will supply liners, pallets, labels, and markings along with the disposable Collection Bins.
    - Drop-Off Sites are typically provided disposable boxes of several different designs: collapsible cubic-yard boxes designed with a cardboard sleeve inside a coated polypropylene sleeve, tri-wall cubic yard cardboard box, or “low profile” cardboard boxes which are 40” L x 48” W x 30” H.
  - b. **Reusable Collection Bins:** To minimize waste and to accommodate outdoor storage, the Program will maximize the use of waterproof reusable Collection Bins.
    - Bins are 45” L x 48” W x 34” H, leak-proof, stackable by forklift, and contain a lid and integrated pallet.
    - PaintCare will purchase the reusable Collection Bins and ship them to the Service Provider, as needed.
    - Service Provider must manage the inventory of reusable Collection Bins including those in service at Drop-Off Sites and those which are being stored (empty or full) at the Service Provider’s facilities.
    - Service Provider must only deliver reusable Collection Bins to sites which are assigned reusable Collection Bins by PaintCare.
    - Service Provider must only deliver reusable Collection Bins that are free of contamination (e.g., liquid paint or absorbent) and are in working order.
  - c. **Labeling:** Collection Bins must be labeled and marked, in accordance with all applicable regulations, by the Service Provider.
4. **Spill Kits:** Service Provider must supply a spill kit to each assigned retail and reuse store, upon initial delivery of supplies and after that upon request. Spill kits are not provided to solid waste facilities. Each spill kit must include the following packaged in a 5-gallon pail:
  - Safety glasses
  - Gloves (2 pairs of disposable nitrile gloves)

- Absorbent
- Plastic bag with a capacity of at least 5 gallons

## 5. Accessibility

- Drop-Off Site Accessibility:** Accessibility will vary at Drop-Off Sites and will affect the size and configuration of the truck that can service a location. Service Providers will need to have a variety of truck/trailer combinations, including trucks with a liftgate, to service all Drop-Off Site locations.
- Collection Bin Accessibility:** Drop-Off Sites are required to ensure Collection Bins are accessible to the Service Provider on the day of shipment.

## 6. Transportation

- Call Center:** Service Providers are required to provide and staff a call center for retailers, reuse stores, solid waste facilities, and other Drop-Off Sites to request a pickup. The call center must be staffed Monday-Friday from 8 am to 5 pm Central Time and have a message system for off-hours and weekends.
- Unloading/Loading:** Service Providers must unload/load all Collection Bins (empty and full) from their vehicle. The Drop-Off Sites will not be expected to assist with unloading/loading of Collection Bins. Service Providers must provide pallet jacks, drum dollies, and other equipment as needed for the unloading/loading and movement of Collection Bins.
- Service Schedule:** Maintaining positive working relationships with Drop-Off Sites is essential to Program success. Service Providers will understand the typical volume of paint collected, frequency of pickup, and logistical limitations of each Drop-Off Site to better plan for efficient collection. All sites require pickup within five (5) days of a request. Any modification to this requirement must be approved in writing by PaintCare.
- Initial Delivery** of empty Collection Bins to new Drop-Off Sites must be accomplished within ten (10) business days of a request by PaintCare. If the Drop-Off Site is a retailer or reuse store, the Service Provider must also deliver a spill kit at the same time.

## 7. Shipping Documents: Service Providers must provide completed BOLs to Drop-Off Sites at the time of pickup. These documents must contain, at a minimum:

- Site name and address
- Pickup date
- Unique document number
- Number, type, and size of Collection Bins
- Estimated gross weight of full Collection Bins
- Signature of site employee
- Signature of Service Provider's driver

- If requested by PaintCare, a comment stating that the materials identified on the bill of lading (BOL) are from an approved PaintCare Drop-Off Site serving households and VSQGs.

Additional language to the shipping document may be required to denote that the Drop-Off Site is not the legal generator of the materials.

## 8. Processing

- a. **PaintCare Products:** Because some Drop-Off Sites commingle containers of latex and oil-based PaintCare Products in the same Collection Bin, the Service Provider may have to de-pack all bins, segregate the paint containers, and repack the containers into two separate bins prior to transporting the paint to the Processing Facilities.
  - b. **Non-PaintCare Products:** A small amount of non-PaintCare Products (e.g., paint thinners) are inadvertently received through the Program. Service Providers, as well as any Processing Facilities they employ, must sort, classify, package, and properly manage non-PaintCare Products, as necessary.
9. **Invoicing:** Service Providers will invoice for the cost of providing disposable Collection Bins (if disposable bins are provided), spill kits, transportation (per Collection Bin), Processing (per pound based on the scale weight of each Collection Bin picked up from each site), and applicable taxes. **Note: Labor associated with transportation and Processing services is not an expense covered by PaintCare.**

## 4C. Service Details for Direct Pickup at LVP Sites

1. **Activity:** PaintCare receives requests for direct pickups from sites with leftover paint through an online form or by phone. After PaintCare staff determines that the customer is eligible to receive service, the request is forwarded to a Service Provider. The Service Provider contacts the site to schedule the pickup.
  - Households and all business generators must have at least 100 gallons of paint (measured by container size) to qualify for a direct pickup.
  - For shipments from households and VSQG business generators, the Service Provider may use a bill of lading.
  - For shipments from businesses that are SQG or LQG generators with only latex paint to pick up, the Service Provider may use a bill of lading
  - For shipments from businesses that are SQG or LQG generators with any oil-based paint to pick up, the Service Provider shall use a manifest.
2. **Collection:** Service Provider will be responsible for screening, segregating, and properly packing only PaintCare Products into Collection Bins on-site. PaintCare will compensate the Service Provider for on-site labor hours required for collection. Note: Service Providers typically spend 30 minutes per cubic yard box packing paint on-site.
3. **Collection Bins:** PaintCare requires reusable Collection Bins to be utilized for latex paint but not for oil-based paint.
  - a. **Reusable Collection Bins:** To minimize waste the Program will maximize the use of reusable Collection Bins.
    - Bins are 45" L x 48" W x 34" H, leak-proof, stackable by forklift, and contain a lid and integrated pallet.
    - PaintCare will purchase these bins and ship to the Service Provider, as needed.
    - Service Provider must manage the inventory of reusable Collection Bins including those in service at Drop-Off Sites and those which are being stored (empty or full) at the Service Provider's facilities.
    - Service Provider must only deliver reusable Collection Bins to sites which are assigned reusable Collection Bins by PaintCare.
    - Service Provider must only deliver reusable Collection Bins that are free of contamination (e.g. liquid paint or absorbent) and are in working order.
  - b. **Disposable Collection Bins**
    - If reusable Collection Bins are not used, Service Provider will use disposable Collection Bins. Used disposable Collection Bins in good condition are



preferred to new disposable bins. When disposable bins are used, the Service Provider will also provide liners, pallets, labels, and markings.

- c. **Palletized loads:** Palletizing latex paint in 5-gallon containers only, stacked no more than three (3) containers in height, is permitted provided Service Provider appropriately shrink wraps and properly secures the load.
  - d. **Labeling:** Collection Bins must be labeled and marked, in accordance with all applicable regulations, by the Service Provider.
4. **Spill Kits:** PaintCare does not provide spill kits to direct pickup sites.
  5. **Accessibility:** Site personnel must make the PaintCare Products accessible to the Service Provider. Accessibility will vary at sites and will affect the size and configuration of the truck that can service a location.
  6. **Transportation**
    - a. **Unloading/Loading:** Service Providers are responsible for unloading/loading all Collection Bins (empty and full) from their vehicles. Service Providers must provide pallet jacks, drum dollies, and other equipment as needed in the unloading/loading and movement of Collection Bins.
    - b. **Service Schedule:** Within three (3) business days of receiving a request from PaintCare to arrange for a pickup from a site, the Service Provider will contact the site to arrange for a pickup of PaintCare Products. The Service Provider must make available to the site reasonable date/time options for scheduling a pickup to occur within ten (10) business days of when the Service Provider contacts the site. The Service Provider will schedule and complete the pickup of PaintCare Products from the site within ten (10) business days of contacting the site unless the site requests and the Service Provider agrees to different timing.
  7. **Shipping Documents:**
    - a. **BOL:** Service Providers must provide completed BOLs to LVP Sites that are households, VSQGs, SQGs with only latex paint, and LQGs with only latex paint at the time of pickup. Each BOL must contain, at a minimum:
      - Site name and address
      - Pickup date
      - Unique document number
      - Number, type, and size of Collection Bins
      - Estimated gross weight of full Collection Bins
      - Signature of site employee
      - Signature of Service Provider's driver

- b. **Uniform Hazardous Waste Manifest (manifest):** If picking up oil-based PaintCare Products from an SQG or LQG, PaintCare staff will give Service Provider the identification number for the LVP Site, and Service Provider must provide LVP Site personnel with a completed manifest at the time of pickup. Latex PaintCare Products may also be described on the manifest.

8. **Processing**

- a. **PaintCare Products:** Because the Service Provider must segregate the latex and oil-based paint on-site, there is no need to de-pack, segregate, and repack the Collection Bins.
  - b. **Non-PaintCare Products:** Because the Service Provider must screen each container prior to packing, PaintCare will not be financially responsible for any container labeled as any product that is not included in the list of PaintCare Products.
9. **Invoicing:** Service Providers will invoice for Collection Bins (unless reusable bins are used), labor (time on-site only), transportation (per bin), and Processing per pound (based on the scale weight of each Collection Bin picked up from each site), and applicable taxes.

## 4D. Service Details for HHW Facilities and HHW Events

Note: PaintCare does not compensate for labor hours on-site to collect paint at HHW facilities or HHW events. Additionally, while PaintCare will try to Contract for transportation and Processing services for an HHW facility or HHW event that has a Drop-Off Site contract with PaintCare using the same operator(s) hired by the HHW program, if pricing and/or Processing outcomes provided in response to this RFP do not align with the goals of the Program, PaintCare may assign a different Service Provider.

1. **Annual Activity:** Please refer to PaintCare’s annual reports for a list of California HHW Sites. PaintCare currently supports 130 permanent HHW facilities and approximately 265 HHW events each year.
2. **Collection:** The HHW staff or Contracted operator will collect PaintCare Products at each HHW facility and event. PaintCare does not compensate for on-site labor and is not soliciting services for operating HHW facilities or events. Note: PaintCare requires that latex and oil-based PaintCare Products be packed separately at all HHW facilities and events.
3. **Collection Bins:** PaintCare prefers that reusable bins to be utilized, except for oil-based paint and unless PaintCare determines that site-specific conditions make disposable Collection Bins preferable.
  - a. **Reusable Collection Bins:** To minimize waste and to accommodate outdoor storage, the Program will maximize the use of waterproof reusable Collection Bins.
    - Bins are 45” L x 48” W x 34” H, leak-proof, stackable by forklift, and contain a lid and integrated pallet.
    - PaintCare will purchase these bins and ship to the Service Provider, as needed.
    - Service Provider must manage the inventory of reusable Collection Bins including those in service at Drop-Off Sites and those which are being stored (empty or full) at the Service Provider’s facilities.
    - Service Provider must only deliver reusable Collection Bins to sites which are assigned reusable Collection Bins by PaintCare.
    - Service Provider must only use reusable Collection Bins that are free of contamination (e.g., liquid paint or absorbent) and are in working order.
  - b. **Disposable Collection Bins**
    - If reusable Collection Bins are not used, Service Provider will use disposable Collection Bins. Used disposable Collection Bins in good condition are preferred to new disposable bins. When disposable bins are used, the Service Provider will also provide liners, pallets, labels, and markings.
  - c. **Labeling:** Collection Bins must be labeled and marked, in accordance with all applicable regulations, by the Service Provider.

4. **Spill Kits.** PaintCare does not provide spill kits to HHW sites.

5. **Accessibility**

- a. **Drop-Off Site Accessibility:** Accessibility will vary at HHW Drop-Off Sites and will affect the size and configuration of the truck that can service a location. Service Providers may need to have a variety of truck/trailer combinations, including trucks with a liftgate, to service HHW Drop-Off Site locations.
- b. **Collection Bin Accessibility:** Drop-Off Sites are required to ensure Collection Bins are accessible to the Service Provider on the day of shipment.

6. **Transportation**

- **Unloading/Loading:** Service Providers are responsible for unloading/loading all Collection Bins (empty and full) from their vehicles. Service Provider must provide pallet jacks, drum dollies, and other equipment as needed in the unloading/loading and movement of Collection Bins unless otherwise agreed to with the facility or event personnel.
- **Service Schedule:** Service Provider will coordinate delivery of empty Collection Bins and transportation of full Collection Bins of PaintCare Products from facilities and events directly with the facility or event operator.

7. **Shipping Documents**

- a. **BOL:** If shipping latex PaintCare Products, the Service Provider may provide completed BOLs to the facility or event personnel at the time of pickup. The BOLs must contain, at a minimum:
  - Facility or event site name and address
  - Pickup date
  - Unique BOL number
  - Number, type, and size of Collection Bins
  - Estimated gross weight of full Collection Bins
  - Signature of the shipper or offeror
  - Signature of the Service Provider's driver
- b. **Uniform Hazardous Waste Manifest (manifest):** If picking up oil-based PaintCare Products, to the extent required by applicable Law, the Service Provider must provide a completed manifest to the facility or event personnel at the time of pickup. The Service Provider will be provided with an identification number for the generator prior to the request for service if a manifest is required for the pickup. Latex PaintCare Products may also be described on the manifest.

8. **Processing**

- a. **PaintCare Products:** Because the paint types will be segregated prior to packing, Collection Bins of paint can be shipped directly to the Processing Facility from the

facility or event.

- b. **Non-PaintCare Products:** For facilities and events operated by HHW staff employed by the jurisdiction, a small amount of non-PaintCare Products (e.g., paint thinners) may be inadvertently received through the Program. Service Providers, as well as any Processing Facilities they employ, must sort, classify, package, and properly manage non-PaintCare Products as necessary. For facilities and events operated by staff of the Service Provider, PaintCare will not be financially responsible for any container labeled as any product that is not included in the list of PaintCare Products.
9. **Invoicing:** Service Providers will invoice for Collection Bins, (if disposable bins are provided), transportation (per bin), Processing (per pound based on the scale weight of each Collection Bin picked up from each site), and applicable taxes. **Note: Labor associated with collection, transportation and Processing services is not an expense covered by PaintCare.**

## 4E. Service Details for PaintCare Events

1. **Annual Activity:** PaintCare may host drop-off events for PaintCare Products. Since 2015, the number of these events has varied from 6 to 18 per year. Not all Service Providers will be asked to service a PaintCare Event. Prior to servicing a PaintCare Event, Service Provider must execute an amendment to the applicable (i) Contract and (ii) Drop-Off Site Agreement. PaintCare will work with the Service Provider to determine the required personnel, supplies, and equipment necessary to service the anticipated number of participants at each drop-off event.
2. **Collection:** Service Provider will collect PaintCare Products from event participants. Service Provider will screen, segregate, and pack latex and oil-based PaintCare Products separately.
3. **Collection Bins**
  - a. **Reusable Collection Bins:** To minimize waste, the Program will maximize the use of waterproof reusable Collection Bins.
    - Bins are 45" long x 48" wide x 34" high, leak-proof, stackable by forklift, and contain a lid and integrated pallet.
    - PaintCare will purchase these bins and ship to the Service Provider, as needed.
    - Service Provider must manage the inventory of reusable Collection Bins including those in service at Drop-Off Sites and those which are being stored (empty or full) at the Service Provider's facilities.
    - Service Provider must only deliver reusable Collection Bins to sites which are assigned reusable Collection Bins by PaintCare.
    - Service Provider must only deliver reusable Collection Bins that are free of contamination (e.g., liquid paint or absorbent) and are in working order.
  - b. **Disposable Collection Bins**
    - Service Provider must supply disposable Collection Bins, used bins in good condition are preferred, if reusable Collection Bins are not used. Service Provider must also provide liners, pallets, labels, and markings.
  - c. **Labeling:** Collection Bins must be labeled in accordance with all applicable regulations by the Service Provider.
4. **Equipment and Supplies:** Service Provider must provide all equipment and supplies necessary to execute a one-day paint drop-off event. PaintCare will provide the Service Provider with the details (site location, hours of operation, estimated number of participants, etc.) for each event, so that the Service Provider can determine the appropriate type and count of equipment and supplies necessary to execute the event.

## 5. Transportation

- a. **Unloading/Loading:** Service Provider must unload/load all Collection Bins (empty and full) from their vehicle; PaintCare personnel will not assist with unloading/loading of Collection Bins. Service Provider must provide pallet jacks, drum dollies, and other equipment as needed in the unloading/loading and movement of Collection Bins.
- b. **Service Schedule:** PaintCare will schedule these events on an as-needed basis.

## 6. Shipping Documents

- a. **BOL:** Service Provider may provide completed BOLs at the time of pickup. The BOLs must contain at a minimum:
  - Paint drop-off event site name (including site ID) and address
  - Pickup date
  - Unique BOL number
  - Number, type, and size of Collection Bins
  - Estimated gross weight of full Collection Bins
  - Signature of shipper or offeror
  - Signature of the Service Provider's driver

## 7. Processing

- a. **PaintCare Products:** Because the Service Provider will segregate the paint on-site and package latex PaintCare Products separately from oil-based PaintCare Products, Collection Bins of paint can be shipped directly to appropriate Processing facilities at the completion of the event.
  - b. **Non-PaintCare Products:** Because the Service Provider must screen each container prior to packing, PaintCare will not be financially responsible for any container labeled as a Non-PaintCare Products.
8. **Invoicing:** Service Provider will invoice PaintCare for all equipment, supplies including Collection Bins (if non-reusable bins are provided), and labor for on-site activities and for transportation (per bin) and Processing (per pound based on the scale weight of each collection bin collected at each event). Note: equipment, supply, and labor charges must align with the quote the Service Provider will be required to provide PaintCare prior to the event.

# Section 5. Bid Instructions

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## 5A. RFP Timeline

PaintCare reserves the right to modify the dates within the timeline at its discretion.

Event	Date
RFP Issued	August 12, 2024
Last Day to Submit Questions	August 27, 2024
Q&A Issued	September 5, 2024
Bid Due	September 25, 2024
Contractor Selection	October 30, 2024
Start Services (Target)	January 1, 2025

## 5B. RFP Questions

It is the responsibility of Bidders to request clarification of any RFP details by sending an email on or before the last day to submit questions to Fred Gabriel at [fgabriel@paint.org](mailto:fgabriel@paint.org).

## 5C. Submission of Bid

Bids must be sent by e-mail in either Microsoft Word or Adobe PDF format to Fred Gabriel at [fgabriel@paint.org](mailto:fgabriel@paint.org).

## 5D. Deadline

Bids must be received by 11:59 p.m. EDT on September 25, 2024. All submissions will have their responses acknowledged. If you do not receive an acknowledgment of your Bid submission within three (3) business days, please contact Fred Gabriel at [fgabriel@paint.org](mailto:fgabriel@paint.org).

## 5E. Completeness of Bid

Bidders must prepare a Bid that addresses all required elements detailed in this RFP. The Bid must be signed by a duly authorized representative empowered to bind the Bidder.

## 5F. Service Specific Bid

Bidders may provide pricing for the services related to any or all the site types included in Section 4.

## 5G. Terms and Conditions

1. Bids must provide pricing and supporting information for both transportation and Processing. **Bids for only transportation or only Processing will not be accepted.** Bidders are permitted to limit their Bids to services relating to only certain geographic areas and/or site types.



2. PaintCare will not be responsible for any costs incurred by a Bidder in preparing a Bid.
3. PaintCare will not be obligated to disclose any information about the winning Bid or Bids.
4. The award of any Contract will be at the sole discretion of PaintCare. PaintCare is not obligated or bound to accept any Bid, or the lowest pricing quoted in any Bid. PaintCare reserves the right to award the Contract as a whole to one Service Provider or may Contract with more than one Service Provider to supply the same service in the same or different geographic region. PaintCare reserves the right to Contract with Service Providers who do not submit Bids.
5. PaintCare may opt not to do business (or limit its volume of business) with any Bidder that is perceived to be financially unstable or to otherwise pose a high financial risk, as determined by PaintCare in its sole discretion. PaintCare may require additional assurances from any Bidder that PaintCare perceives to lack financial stability or otherwise pose a high financial risk. The Dun & Bradstreet "Financial Stress" score is one indicator that PaintCare may consider in evaluating the financial health of a Bidder. For an explanation of Dun & Bradstreet's "Financial Stress" score, see <https://dnb.com/ecompl/help/scores.htm>.
6. PaintCare may disqualify from consideration any Bidder that previously had a contract terminated by PaintCare for cause.

## 5H. Program Contract Award

Selected Bidders will be required to enter into a written Contract with PaintCare. PaintCare reserves the right to negotiate actual Contract details after a Contractor has been selected. Bidders should review the Template Contract attached as Appendix E (Template Contract) and note all exceptions in Appendix F (Exceptions to Template Contract). After Bid submission, if awarded, requests for further Contract changes or modifications not previously submitted in the Bid may not be considered. This RFP does not constitute an offer to enter into any business agreement or relationship, nor should any intent to enter into a Contract, agreement, or relationship be construed.

## Section 6. Required Elements

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Bidders are encouraged to thoroughly review the Template Contract in Appendix E (Template Contract) before submitting a Bid.

### 6A. Cover Sheet

Include the following information on the cover sheet:

1. "California Paint Stewardship Program"
2. Identity of the submitting Bidder
3. Name, title, and signature of the person authorized to obligate the Bidder contractually
4. Name, title, telephone number and email address of the person authorized to negotiate agreements on behalf of the Bidder
5. Names, titles, telephone numbers and email addresses of persons to be contacted for clarification and additional information
6. Date

### 6B. Transportation

Provide the following information on the transportation component of the Bid:

1. Name and USDOT number of every Bidder transportation provider identified in the Bid.
2. A list of all required permits held by each Bidder transportation provider, including the following information for each such permit. PaintCare may request copies of Bidder's transportation provider permits as a precondition of awarding a Contract or at any time after a Contract is executed.
  - a. Permit name
  - b. Permit number (if applicable)
  - c. Issuing agency
  - d. Expiration date
3. A list of transportation resources to be utilized for picking up Collection Bins from the Drop-Off Sites and LVP Sites in this Program, including:
  - a. Facility name and address where vehicles are based
  - b. Number of qualified drivers
  - c. Number and type of available trucks/trailers using the table below:

Vehicle type	Diesel	Gasoline	Alternative Fuel*
Class 1			
Class 2			
Class 3			
Class 4			
Class 5			
Class 6			
Class 7			
Class 8			

\* Describe the fuel source, including but not limited to electric, hybrid, biodiesel, natural gas, hydrogen, or other non-conventional fuel type.

4. Identification of the 24-hour emergency response service utilized.
5. Describe how your call center and operations would manage and track pickup requests.
6. Provide a flowchart and/or narrative of your proposed transportation system, including the name of the company providing transport each time the paint will be transported, the name and location of each facility (10-day, TSDF, or Processing Facility) to where the paint will be transported, and what will happen to the Collection Bins at each facility, including weighing Collection Bins; sorting (if Bidding on services to retail, reuse store, and solid waste facility Drop-Off Sites), storing, and Processing PaintCare Products and non-PaintCare Products; and managing empty paint containers.

## 6C. Processing Facilities

Appendix B (Processing Facilities and Commitment) must be completed and submitted for the Bid to be complete. Note: List all Processing Facilities, including the Processing Facility to which latex recyclers will send non-recyclable latex paint for Processing. For each Processing Facility, provide the following information:

1. Facility name.
2. Facility address. If Bidder is proposing to establish a new location, include the intended physical location to the best extent possible (e.g., city and State, region within a State, or State at a minimum).
3. Paint type to be Processed.
4. Processing method.
5. Describe how empty plastic and metal paint containers will be managed.

## 6D. Bidder Qualification, Past Performance and Experience

1. Provide details of Bidder's relevant experience managing waste materials from each of the Drop-Off Site types included in Bidder's proposal.

2. Provide details of Bidder's relevant experience managing postconsumer paint. Include three current customer references with name, physical address, telephone, and email address.
3. Provide brief resumes of the key personnel that will be involved in the Program, including their background, expertise, years in the industry, and anticipated role in interactions with PaintCare.
4. Describe the ability to provide invoices and reports as described above and to generate additional reports, upon request, related to collection activities and costs.
5. Bidders must certify that it and its proposed Processing Facilities meet all pertinent requirements set forth in Appendix D (Bidder and Service Provider Eligibility Criteria).

## 6E. Pricing

1. **Rate Sheet:** The rate sheet in Appendix C (Pricing) must be submitted for the Bid to be complete. Pricing should be inclusive of all services and materials required. If a Bidder will use third-party Processing Facilities, it is the responsibility of the Bidder to obtain necessary pricing and commitments from those entities. Pricing must be valid through December 31, 2026.
2. **Alternative Pricing Model:** Alternative pricing models may be considered. Please contact Fred Gabriel at [fgabriel@paint.org](mailto:fgabriel@paint.org) to discuss your proposal for an alternative pricing model.

## 6F. Sustainability

Bidders should thoroughly review the information in Appendix G (Sustainability) and must provide responses to the questions.

## 6G. Audit Procedures and Financial Statements

If your Bid is considered for Contracting, then prior to finalizing a Contract, you must provide the following:

**Processing Facility Audit Procedures:** Describe your company's audit protocols or other criteria used to vet Processing Facilities (e.g., for financial stability, safety record, environmental compliance, etc.). Also provide verification based on your company's audit/vetting of each Processing Facility that each such Processing Facility meets the "Regulatory" and "Health & Safety" requirements set forth in Sections 2(a)-(b) of Attachment G (Processing Facility Audit Requirements) to the Template Contract.

## Section 7. Evaluation Criteria

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### 7A. Overview

PaintCare intends to award a Contract to one or more Bidder(s) whose response(s), in PaintCare's judgment, allow(s) it to achieve the objectives of its Program. PaintCare may award a Contract to a Bidder that demonstrates higher desired results over the lowest priced response; an award may not necessarily be made to the Bidder(s) with the lowest price.

PaintCare reserves the right to award to a single or multiple contractor(s) and the right to reject all Bids.

PaintCare also reserves the right to award the Contract without discussions.

PaintCare reserves the right to waive informalities and minor irregularities in connection with the Bids received, to evaluate alternative proposals, and to award the Contract to the Bidder or Bidders whose Bids are deemed to be in the best interest of PaintCare, irrespective of individual or aggregate quantitative tallies.

Evaluation criteria include:

1. Price
2. Processing Outcomes for PaintCare Products and empty containers
3. Relevant experience and qualifications
4. Sustainability commitments

### 7B. Price

PaintCare will conduct an evaluation of the Bidder's Bid to determine price reasonableness or price realism. Price realism will be a significant factor in the award decision. In evaluation of a Bidder's proposed price, PaintCare's concern is to determine what PaintCare should realistically pay for the service, the prospective Bidder's demonstrated understanding of the proposed Program objectives, and the Bidder's ability to organize and perform the proposed Contract. Evaluation criteria includes:

1. Is the Bidder's proposed pricing fair, reasonable, and competitive?
2. How does Bidder's proposed pricing rank against other Bidders?
3. Does Bidder's proposed pricing indicate a potential performance risk?

Bidders should bear in mind that any Bid that is unrealistically high or low in proposed pricing may be deemed reflective of a lack of understanding of the RFP and a failure to understand the complexity and risk or the requirements as set forth in this RFP.

PaintCare may negotiate with Bidders to clarify or modify price, technical, or other sections of their Bid.

## 7C. Processing Outcomes

PaintCare is committed to having PaintCare Products collected through the Program Processed to achieve the highest, best use, as set forth in the Legislation, subject to availability and economic feasibility. Prioritized by highest, best use, these Processing methods for latex PaintCare Products include Reuse, Recycling back into paint or into another product, Energy Recovery, and Disposal. Prioritized by highest, best use, these Processing methods for oil-based PaintCare Products include Reuse, paint-to-paint Recycling, and Energy Recovery. All other factors equal, including availability and economic feasibility, Bidders who commit to having a high proportion of PaintCare Products Processed via preferred Processing outcomes will be given preference over Bidders who only commit to a relatively lower proportion of Processing via such methods.

## 7D. Relevant Past Experience and Qualifications

PaintCare will take into consideration past performance on projects similar in size, scope, and complexity to the requirements contained in the RFP. While conducting the past performance assessment, PaintCare may use data obtained from other sources and information outside of what is provided in the Bid. Evaluation criteria include:

1. 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?
2. Does Bidder have existing infrastructure and financial resources to support the Program?
3. Does Bidder have appropriate procedures and capabilities to appropriately audit and vet Processing Facilities?

Another important consideration is the degree to which the Bidder's resources, including people, materials, equipment, and financing, provide sufficient capability and capacity to provide the services required under the Contract. Evaluation criteria in this regard include:

1. Has the Bidder demonstrated a thorough understanding of the purpose and scope of the Program?
2. Has the Bidder demonstrated an understanding of the deliverables that it is to provide?

## 7E. Sustainability Commitments

PaintCare is working to create achievable environmental sustainability goals that reflect its desire to model leadership in the environmental sustainability space. Bidder's proposal should reflect a significant commitment to sustainability not only at a company level but, also, throughout its value chain (including customers). Evaluation criteria include:

1. Were the questions in Appendix G (Sustainability) answered thoroughly and completely?
2. Has Bidder sufficiently demonstrated a commitment to sustainability principles in its operations and value chain, including the ability to provide energy and emissions data to PaintCare in future years?