

**PART I PROPOSAL REQUIREMENTS**

**SECTION B WORK REQUIREMENTS**

**1. DEFINITIONS**

ASTM - American Society for Testing and Materials

CA Prop65 Chemicals - list of chemicals known to the State of California to cause cancer or birth defects or other reproductive harm

CDPH - California Department of Public Health

Gloss Definitions – For more information see the MPI website:

<http://www.paintinfo.com/mpi/approved/sheen.shtml>

MPI Gloss Level	Description	Gloss @ 60 degrees
1	traditional matte finish - flat	max. 5 units
2	high side sheen flat – a “velvet-like” finish	max. 10 units
3	traditional “eggshell-like” finish	10-25 units
4	“satin-like” finish	20-35 units
5	traditional semi-gloss	35-70 units
6	traditional gloss	70-85 units
7	high gloss	More than 85 units

HPD – Health Product Declaration

MPI – Master Painters Institute

NIH – National Institute of Health

PERC – perchloroethylene, tetrachloroethylene CAS RN: 127-18-4

VOC – Volatile Organic Compound

**2. REQUIRED PRODUCTS & SERVICES**

- a. Paint Products
- b. Paint Accessories & Related Supplies
- c. Paint Recycling –pick-up/drop-off recycling services and/or coordination services
- d. Paint Consulting Services – according to technical specifications
- e. Reporting Services – usage reports, Health Product Declaration (HPD) forms

**3. TYPES OF PAINT PRODUCTS REQUIRED**

- A. Water-Based Interior Latex, Various Gloss Levels
- B. Water-Based Interior Latex, High Performance Architectural Semi-Gloss
- C. Water-Based Interior Latex Primer, Sealer
- D. Water-Based Interior Alkyd, Gloss
- E. Water-Based Interior Alkyd Primer
- F. Water-Based Exterior Latex, Various Gloss Levels
- G. Water-Based Exterior Primer, Latex for Exterior Wood
- H. Water-Based Interior/Exterior Latex Block Filler
- I. Water-Based Light-Industrial Coating, Interior, Various Gloss Levels
- J. Water-Based Light-Industrial Coating, Exterior, Various Gloss Levels
- K. Traffic Paint, Waterborne, Low-VOC Bead Binder, White & Yellow
- L. Swimming Pool Paint, Waterborne Acrylic Emulsion, Semi-Gloss, Coverage 300-400 sq. ft per gallon
- M. Marine Coatings & Thinners

- i. PPG Amercoat 911 Thinner
- ii. PPG PSX 1001 White – kit
- iii. PPG PSX 700 Black – kit
- iv. PPG PSX 700 Signal Red - kit
- v. PPG Amercoat T-10 Thinner
- vi. PPG Amercoat 235 Epoxy Black – kit
- vii. PPG Amercoat 235 Oxide Red – kit
- viii. PPG Prep 88 water based alkaline cleaner - kit
- ix. Interlux 2000 Black - kit
- x. Kel-Kote 600XS No-Skid Black
- xi. Pettit Ultima Eco Copper-Free Antifouling Paint
- xii. Pettit Aluma Protect 4400/4401 Primer – kit
- xiii. Pettit Protect 4700/4701 Gray - kit

**N. Brand-Specific Paints & Thinners - Devoe**

- i. Devoe Bar-Rust 235, 1 and 5 gallon kits
- ii. Devoe Devthane 379, 1 and 5 gallon kits
- iii. Devoe T-9 Thinner, 1 and 5 gallon
- iv. Devoe T-10 Thinner, 1 and 5 gallon

**4. TYPES OF PAINT ACCESSORIES & RELATED SUPPLIES REQUIRED**

- a. Paint Thinners
- b. Paint/Graffiti Removers
- c. Paint brushes, rollers, trays, painters tape, etc.

**5. PAINT & RELATED PRODUCT SPECIFICATIONS**

**a. General Product Requirements**

- 1) All products offered must meet applicable Federal Specifications
- 2) All products offered meet applicable ASTM specifications
- 3) All paints and coatings must conform to Consumer Products Safety Commission Regulation 165 CFE 1303, which requires that the lead content, by weight of dried film be no more than 0.06%.
- 4) Colored paints will brand mates of the standard white of the product line listed in the resulting Price Agreement. Coloring agents used to color paint shall be manufacturer approved for the applicable brand and product line. Zero-VOC colorants are preferred whenever available. Except for “safety” colors, there shall be no added cost for colorants or coloring paint.
- 5) Manufacturer’s standard label will be affixed by the manufacturer to each container.
- 6) Manufacturer, trade name or brand, catalog number, type, color, analysis of the contents and complete directions for use will be printed on the label.
- 7) Composition statements: Composition will be shown in percentage by weight on preprinted labels and/or technical data sheets.
- 8) Material Safety Data Sheet(s) (MSDS) will be provided with each first shipment of paint and paint related products per delivery location.

**b. Technical Specifications by Type of Paint/Product**

<b>Paint Type</b>	<b>Required Performance Specifications and/or Required MPI Standard</b>	<b>Required Environmental &amp; Human Health Standard</b>
Water-Based Interior Latex, Various Gloss Levels	Gloss Level 1 - MPI 143 or 143 X-Green Gloss Level 2 - MPI 144 or 144 X-Green Gloss Level 3 - MPI 145 or 145 X-Green Gloss Level 5 - MPI 147 or 147 X-Green	Third-Party Certified to meet at least one of the following: <ul style="list-style-type: none"> <li>▪ Green Seal GS-11 + CDPH Standard Method v1.1-2010 compliant</li> <li>▪ MPI X-Green + No PERC</li> </ul>
Water-Based Interior Latex,	MPI 141 or 141 X-Green	Third-Party Certified to meet at least one of the following:

High Performance Architectural Gloss Level 5		<ul style="list-style-type: none"> <li>▪ Green Seal GS-11 + CDPH Standard Method v1.1-2010 compliant</li> <li>▪ MPI X-Green + No PERC</li> </ul>
Water-Based Interior Latex Primer Sealer	MPI 149 or 149 X-Green	<p>Third-Party Certified to meet at least one of the following:</p> <ul style="list-style-type: none"> <li>▪ Green Seal GS-11 + CDPH Standard Method v1.1-2010 compliant</li> <li>▪ MPI X-Green + No PERC</li> </ul>
Water-Based Interior Alkyd, Gloss Level 6-7	MPI 157 or 157 X-Green	<p>Third-Party Certified to meet:</p> <ul style="list-style-type: none"> <li>▪ MPI GPS-2 or X-Green, + No PERC</li> </ul>
Water-Based Interior Alkyd Primer	MPI 172 or 172 X-Green	<p>Third-Party Certified to meet:</p> <ul style="list-style-type: none"> <li>▪ MPI GPS-2 or X-Green, + No PERC</li> </ul>
Water-Based Exterior Latex	Gloss Level 1 - MPI 10 Gloss Level 2 - MPI 214 Gloss Level 3 or 4 – MPI 15 Gloss Level 5 – MPI 11 Gloss Level 6 – MPI 119	<p>Third-Party Certified to meet at least one of the following:</p> <ul style="list-style-type: none"> <li>▪ Green Seal GS-11</li> <li>▪ MPI GPS-2 + No PERC</li> </ul>
Water-Based Primer, Latex for Exterior Wood	MPI 6	<p>Third-Party Certified to meet at least one of the following:</p> <ul style="list-style-type: none"> <li>▪ Green Seal GS-11</li> <li>▪ MPI GPS-2 + No PERC</li> </ul>
Water-Based Interior/Exterior Block Filler, Latex	MPI 4 or 4 X-Green	<p>Third-Party Certified to meet at least one of the following:</p> <ul style="list-style-type: none"> <li>▪ Green Seal GS-11</li> <li>▪ MPI GPS-2 or X-Green, + No PERC</li> </ul>
Water-Based Light Industrial Coating - Interior	Gloss Level 3 – MPI 151 Gloss Level 5 – MPI 153 or 153 X-Green Gloss Level 6 – MPI 154 or 154 X-Green	<p>Third-Party Certified to meet:</p> <ul style="list-style-type: none"> <li>▪ MPI GPS-1 + No PERC</li> </ul>
Water-Based Light Industrial Coating - Exterior	Gloss Level 5 – MPI 163 Gloss Level 6 – MPI 164	<p>Third-Party Certified to meet:</p> <ul style="list-style-type: none"> <li>▪ MPI GPS-1 + No PERC</li> </ul>
Traffic Paint, Waterborne, Low-VOC Bead Binder, White & Yellow – 5 gallon	MPI 97	<ul style="list-style-type: none"> <li>▪ No lead or other heavy metals</li> <li>▪ VOC ≤ 150g/L</li> </ul>
Swimming Pool Paint, Waterborne Acrylic Emulsion, Semi-Gloss, Coverage 300-400 sq. ft per gallon, performance & characteristics equal to INSL-X WR10XX product		VOC ≤ 340g/L
General-use paint thinners, strippers, removers; graffiti removers	n/a	<ul style="list-style-type: none"> <li>▪ Water based and/or USDA Biobased Certified</li> <li>▪ No Nanotechnology intentionally added</li> <li>▪ Disclose the following: <ul style="list-style-type: none"> <li>○ Maximum VOC content</li> <li>○ All NIH-listed asthmagens</li> </ul> </li> </ul>

		o All CA Prop65 chemicals
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**c. ASTM Test Methods**

The paint provided must be able to meet the following tests and the City may perform appropriate tests at any time and as often as it deems necessary to determine the following: Quantitative materials analysis; Abrasion resistance; Apparent reflectivity; Flexibility; Wash resistance; Absorption; Accelerated weathering; Dry opacity; Accelerated yellowing; Recoating; Color retention; Alkali and mildew resistance.

Test methods may include, but are not limited to, the following:

- ASTM D523 – Test method for Specular Gloss
- ASTM D1296 – Test Method for Odor of Volatile Solvents and Diluents
- ASTM D2369 – Test Method for Volatile Content of Coatings
- ASTM D2486 - Test Method for Scrub Resistance of Wall Paints
- ASTM D2794 – Test Method for Resistance of Organic Coatings to Effects of Rapid Deformation (Impact)
- ASTM D3359 – Test Methods for Measuring Adhesion by Tape Test
- ASTM D3450 – Test Method for Washability Properties of Interior Architectural Coatings
- ASTM D3960 – Practice for Determining Volatile Organic Compound (VOC) Content of Paint Coatings
- ASTM D4213 – Test Method for Scrub Resistance of Paints by Abrasion Weight Loss
- ASTM D4541 – Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester
- ASTM D4828 – Test Method for Practical Washability of Organic Coatings
- ASTM D4946 – Test Method for Blocking Resistance of Architectural Paints

**6. SERVICE EXPECTATIONS**

Upon award, the City expects the Contractor(s) to:

- a) Assist purchasers in making the most cost effective purchases offering the greatest value while meeting technical requirements, including verification of third-party certification and other human health and environmental requirements per Section B.5.
- b) At the request of the purchaser, provide site visits (by a qualified sales representative) at a mutually agreed date and time so as to assist in developing the most appropriate bill of materials and price quote.
- c) Take necessary action to ensure that authorized purchasers will always receive Price Agreement pricing that conforms to Price Agreement terms. Furthermore, upon request, provide purchasers with price verification documentation to include the paint or related items manufacturer’s price schedule which correlates to the date of the order.
- d) Provide quarterly itemized usage and HPD forms (see item 8 below for more information)
- e) Material Safety Data Sheet(s) (MSDS) will be provided with each first shipment of paint and paint related products per delivery location.

**7. PAINT RECYCLING REQUIREMENTS**

Upon award, the Contractor(s) shall be able to perform at least one of the following:

- a) Provide pick-up paint recycling services for used and unused leftover paint, regardless of brand, for no added cost subject to the following:
  - a. All picked-up paint shall be recycled in compliance with the Oregon Paint Stewardship Law.
  - b. Types of paint will be limited to those covered by the Oregon Paint Stewardship Law.
  - c. Contractor(s) will work with City to ensure compliance with hazardous waste regulations related to any solvent-based and oil-based products accepted within the Oregon PaintCare Program, including verification of a location’s Conditionally Exempt Small Quantity Generator status.
  - d. Provide a single point-of-contact with whom the City can arrange paint recycling pick-up services.
- b) Allow City staff to drop off paint for recycling, regardless of brand, at the Contractor’s Portland Metro Area retail locations that are actively set up to accept paint for recycling. Types of paint will be limited

to those covered by the Oregon Paint Stewardship Law. All paint recycling shall be in accordance with the Oregon Paint Product Stewardship Law.

- c) Provide paint recycling coordination services for unwanted paint in accordance with the Oregon Paint Stewardship Law. Coordination services shall be provided at no added cost and involve working with the City project site manager to identify a recycling location and transport method for paint recycling. The Contractor shall provide a single point-of-contact for these coordination services.

## **8. REPORTING REQUIREMENTS**

- a) USAGE REPORTS: The contractor shall submit quarterly usage reports to the contract manager within the City's Procurement Services office. Reports shall be in a Microsoft Excel compatible format and contain the following:
  - a. Customer Name
  - b. Customer Contact Name (person submitting order)
  - c. Order Date or Delivery Date
  - d. Product name/description
  - e. Manufacturer name
  - f. Manufacturer product number
  - g. Packaging Unit of Measurement (e.g. case, pack, each)
  - h. Number of Items per Package (e.g. 2 quarts per pack)
  - i. Quantity supplied (in packaged form – case, pack, each)
  - j. Itemized Cost (in packaged form - case, pack, each)
  - k. Total Cost (Quantity times Itemized Cost)
- b) HEALTH PRODUCT DECLARATION FORMS: In September 2012 City Council passed the Healthy Purchasing Initiative which directs Bureaus to request chemical ingredient hazard disclosure for building products purchased by the City. As a result, the selected Contractor shall submit a [Health Product Declaration Form \(HPDs\)](#) for at least four Price Agreement paint products per year of the resulting Price Agreement. HPDs will need to be completed by the product manufacturer. It is expected that the selected Contractor shall work with the product manufacturer to ensure HPDs are adequately complete prior to submitting HPDs to the City's Sustainable Procurement Coordinator.

## **9. ORDER FULFILLMENT REQUIREMENTS**

There will be no minimum order amount. Purchasers may place orders against the Price Agreement either in person, electronically, fax or by phone. Once an order is issued, the following shall apply:

- a) All orders purchased against this Price Agreement shall be FOB destination freight prepaid and charged. No COD deliveries will be accepted. The purchaser may also pick-up orders.
- b) Except for "safety colors" the Contractor shall provide all colorants and coloring of paint at no added cost over the price of the standard white of the product line listed in the resulting Price Agreement.
- c) The Contractor will make every effort to ensure the expeditious delivery of all Price Agreement orders.
- d) The Contractor shall provide a "Customer Service" representative who will be responsible for resolving Price Agreement performance issues (examples might include but are not limited to order fulfillment delays, receipt of damaged goods, product returns, etc.)
- e) The Contractor is responsible for coordinating with customers and carrier(s) the delivery schedule, shipping instructions and location delivery details. If it is determined that order fulfillment could potentially exceed the typical order fulfillment lead time, the Contractor shall advise the purchaser within 24 hours following receipt of the order. In such cases, the City reserves the right to purchase elsewhere (without being liable for cancellation/restocking fees) should the anticipated delivery lead-time adversely affect project scheduling.
- f) Product damaged as a result of Contractor negligence will either be replaced (and expedited at Contractor's expense) or if the customer prefers, be noted on the receiving report and deducted from final payment. Additionally, the Contractor will be responsible for shipping costs and arranging for pick-up of any defective returns, and ensure freight is charged to Contractor for defective returns.

- g) Should an order include a specialty item(s), the Contractor's or manufacturer's restocking fees concerning the specialty item(s) shall be communicated and approved by customer during the quote and ordering process.
- h) All costs for packaging/containers shall be borne by the Contractor. All products shall conform to the provisions set forth in the federal, county, state and city laws for the product, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

## 10. MARKETING-LABELING OF "GREEN" PRODUCTS

All "green" products and related informational materials provided under the resulting Price Agreement shall comply with the Federal Trade Commission's "Green Guides" (Guides for the Use of Environmental Marketing Claims). <http://business.ftc.gov/advertising-and-marketing/environmental-marketing> The Contractor shall take the initiative in, and be responsible for, ensuring all "green" items and informational materials provided under the resulting Price Agreement are in compliance with FTC Green Guides regulations.

### PART II PROPOSAL DEVELOPMENT (evaluation criteria)

*(The following questions were included in various parts of the evaluative criteria section – they are not the only evaluative criteria used – these are just the evaluative questions related to the City's "green" initiatives)*

1. In the past 12 months, what percentage (by product SKU) of the products supplied to your customers were manufactured in the Pacific Northwest (Oregon, Washington, Idaho)?
2. Describe the internal processes your firm follows to ensure paint supplied under the resulting price agreement meet the technical requirements stated in Part I Section B.5. Include in your response a scenario where a City end-user requests a non-compliant paint product and how you would work with that end-user to source a paint product compliant with the technical requirements that still meets the end-user's application/performance needs.
3. From the products you are proposing in Attachment D (Pricing Form) list those product lines that use zero-VOC colorants by default.
4. From the products you are proposing in Attachment D (Pricing Form) list those product lines that do NOT contain an antimicrobial agent.
5. Provide the following report: (note: the report submittal does not count towards your response page limit)
  - a. Quarterly itemized usage report pulled from one of your existing accounts
6. Do you provide pick-up services for your customers' unwanted paint (paint types limited to those covered by the Oregon Paint Stewardship Law)? If so please describe:
  - a. Minimum and Maximum paint amounts per pick-up
  - b. Types of paint accepted – All Oregon PaintCare Program Products? Or just certain types?
  - c. General pick-up process (walk-through what the process would look like from start to finish)
  - d. Reporting capabilities for reporting to the City how much paint the City recycles via your pick-up program – include an example report from one of your existing accounts
7. Do you allow paint to be dropped-off for recycling at your retail locations (paint types limited to those covered by the Oregon Paint Stewardship Law)? If so, please describe:
  - a. Minimum and Maximum paint amounts per drop-off
  - b. Types of paint accepted – All Oregon PaintCare Program Products? Or just certain types?
  - c. Number of retail locations that accept paint for recycling – provide addresses for those locations
  - d. General drop-off process (any procedures that need to be followed)
  - e. Reporting capabilities for reporting to the City how much paint the City recycles via drop-off at your retail locations - include an example report from one of your existing accounts
8. List the top five actions/ongoing practices your firm has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.).
9. Regarding your top five actions above, please reference implementation dates, timelines, and any performance metrics or third-party awards/recognition (such as Sustainability at Work, etc.).

10. Does your firm participate in any third-party sustainability related organizations, networks, or committees? If so, list up to five examples and how long your firm has been an active participant in each.

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**“LESSONS LEARNED” AND OTHER NOTES:**

1. The environmental specs were developed to meet LEED BOM v4 credit requirements for coatings.
2. No one proposer was able to provide compliant products for all paint types. When developing the environmental specifications, I took the time to look up how many brands could meet the specification, to ensure more than one could meet it. We also had a couple pre-proposal meetings with vendors to notify them of our proposed technical requirements and solicit feedback. But apparently, local distributors do not carry all product lines within a brand, so they were not always able to propose a compliant product. In the end we awarded multiple price agreements, so among the different price agreements, departments should be able to get compliant products for each paint type.
3. Formulations change. So it is worth taking a look and the most recent product MSDS to gauge compliance with requirements. We found a few paint products that were listed on the MPI website as meeting the MPI X-Green standard, but their MSDS listed some ingredients that are prohibited under the X-Green standard. MPI was notified and informed us that the manufacturer reformulated the products without notifying MPI. MPI has since removed the X-Green designation for those products.
4. Most paint products contain antimicrobial agents. This could be an area to work on in the future.
5. The availability of zero-VOC colorants varies greatly. This could be a requirement for next time, as more brands offer zero-VOC colorants over time.