



**COMMONWEALTH OF MASSACHUSETTS**

**OPERATIONAL SERVICES DIVISION - ROOM 1017  
JOHN McCORMACK STATE BUILDING  
ONE ASHBURTON PLACE  
BOSTON, MA 02108-1552**

**REQUEST FOR RESPONSE (RFR)**

**RFR # FAC07**

**FOR**

**RECYCLED PAINT**

**CONTACT PERSONS:**

**For general questions and/ or copies of the RFR:**

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**COMMONWEALTH OF MASSACHUSETTS  
OPERATIONAL SERVICES DIVISION  
REQUEST FOR RESPONSE  
RECYCLED PAINT**

**GENERAL INFORMATION**

**The terms of 801 CMR 21.00(Effective 4/18/97): Procurement of Commodities and Services is incorporated by Reference into this RFR.** Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. All **terms, conditions, requirements, and procedures** included in this RFR must be met for a Response to be determined responsive. If a Bidder fails to meet any material term, condition, requirement or procedure, its Response may be deemed unresponsive and disqualified.

Unless otherwise specified in this RFR all communications, responses, and documentation must be in **English**, all measurements must be provided in **feet, inches, and pounds** and all cost proposals or figures in **U.S. Currency**. **All Responses must be submitted in accordance with the specific terms of this RFR.** No electronic Responses may be submitted in response to this RFR.

Bidders are prohibited from communicating directly with any employee of the Procuring Department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the Contact Person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

The Procurement Team Leader may provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified Bidders with disabilities or other hardships. Bidders requiring accommodation shall submit requests in writing, with supporting documentation justifying the accommodation, to the Procurement Team Leader. The Procurement Team Leader reserves the right to grant or reject any request for accommodation.

All responses and information submitted in response to this RFR are subject to the Massachusetts **Freedom of Information** Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Any statements reserving any confidentiality or privacy rights in submitted Responses or otherwise inconsistent with these statutes will be void and disregarded.

The Commonwealth makes **no guarantee that any Commodities or Services will be purchased** from any Contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

Unless otherwise clearly stated in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the Department may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

If a Bidder is unable to meet any of the specifications required in this RFR, the Bidder's Response must include an alternative method for meeting such specification by identifying the specification, the proposed alternative and thoroughly describing how the alternative achieves substantially equivalent or better performance to the performance required in the RFR specification. The Department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.

The goal of this RFR is provide the best value of Commodities and Services to achieve the procurement goals of the Department. Bidders proposing alternatives which provide substantially better or more cost effective performance than achievable under a stated RFR specification or Bidders that propose discounts, uncharged Commodities and Services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

All Responses must be presented using the same numbering and ordering sequence used in this RFR or as otherwise specified.

**Costs which are not specifically identified in the Bidder's Response, and accepted by a Department as part of a Contract, will not be compensated under any Contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.**

If this RFR has been distributed electronically using the Comm-PASS system, it shall be the responsibility of every Bidder to check Comm-PASS for any addenda or modifications to this RFR. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to Bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files.

Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of this RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited. Any unauthorized modifications may disqualify a response.

All Bidders will be required to complete, execute and return the following two documents:

1. Prior to award, all Bidders **must** complete, execute and return the Commonwealth Terms and Conditions attached to this RFR. Bidders may choose to complete and attach these Terms and Conditions with their response. The Commonwealth Terms and Conditions shall be incorporated by reference into any contract for commodities and services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.
2. Prior to award, all Bidders **must** also complete, execute and return the Standard Contract Form. Bidders may choose to complete and attach this Standard Contract Form with their response.

By executing the Standard Contract Form, the Bidder certifies under the pains and penalties of perjury that it has submitted a response to a Request for Response (RFR) issued by the Department, and that the terms of the RFR, the contractor's response and any negotiated terms shall be deemed accepted by the Department and included as part of the contract upon execution of the Standard Contract Form by the Department's authorized signature.

Purchasing Department:	Operational Services Division (OSD)
Address:	One Ashburton Place, Room 1017, Boston, MA 02108-1552
Telephone #:	617-727-7500 extension 228
Fax #:	617-727-4527
Internet Address:	kristal.doherty@state.ma.us
RFR File Name/Title:	Recycled Paint
RFR File #:	FAC07
Procurement Team Leader:	Kristal Doherty
Procurement Management Group:	Facilities

This RFR is issued pursuant to Regulations entitled Procurement of Commodities or Services (801 CMR 21.00), effective August 6, 1997, and incorporates the definitions and terms therein.

<b><u>Procurement Calendar</u></b>		
<b><u>EVENT</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>
Posting of Request for Response (RFR) on Comm-PASS	August 7, 1997	
Release of Request for Response (RFR)	August 7, 1997	
Response Due Date and Time	August 22, 1997	2:00 p.m.
Completion of Evaluations (estimated)	August 26, 1997	
Execution of Contract	August 29, 1997	
Contract Award (estimated)	September 4, 1997	

## **1. Purpose of Procurement**

The purpose of this procurement is to institute a statewide contract for the purchase of recycled latex paint containing a minimum of 50% post-consumer content, as well as other paint products also available with varying percentages of post-consumer recycled content. Buying recycled paint not only diverts paint from the waste stream, thus promoting cleaner water for drinking and recreation, but it also helps to lower the cost of collecting used paint and creates a demand (market) for this waste product.

## **2. Eligible Entities**

This statewide contract may be used by all agencies of the Commonwealth, including all Constitutional Offices, the Legislature, the Judiciary, Elected Offices, Public Institutions of Higher Education, the Military Division and Independent Public Authorities, and all other political subdivisions of the Commonwealth including cities, towns, municipalities, county governments, school districts and the service districts, Not for Profit organizations currently contracting with the Commonwealth to provide human and social services, quasi-public agencies, and other eligible entities designated in writing by the Purchasing Agent.

## **3. Acquisition Method**

At least two statewide vendors may be selected by the Operational Services Division's(OSD's) Facilities Procurement Management Team ("the Facilities PMT") to provide recycled paint for purchase by state agencies. Bidders **must** meet specifications listed unless acceptable alternatives are provided under the terms of this RFR.

## **4. Expected Duration of Contract**

The term of any contract resulting from this RFR shall be for twelve (12) months with four(4) renewal options for a period of up to twelve (12) months each. Any such extension will be at the same terms and conditions as the initial contract with the Commonwealth unless mutually agreed upon by all parties.

## **5. Contract Flexibility**

The Facilities PMT reserves the right to add products during the contract term to meet the needs of their customers, as those products become available and are comparable in both price and performance to their virgin counterparts of similar brands.

## **6. Estimated Value of Procurement**

The contract(s) resulting from this RFR will not have a maximum obligation amount. While it is not possible to estimate the value of this procurement, Bidders may find it helpful to know that Massachusetts executive agencies (not including authorities, universities or municipalities) purchased approximately \$40,000 worth of recycled paint in fiscal year 1997 (July 1, 1996 to June 30, 1997).

## **7. Definitions**

The term "**state agency**," as used in this RFR, means "all agencies of the Commonwealth", as defined above under "eligible entities".

The term "**post-consumer content**," as used in this RFR, means materials in a recycled product which are derived from businesses or consumers after having served their intended uses, and which have been separated or diverted from solid waste for the purpose of collection, recycling and disposition.

"**Virgin products**" are those made with 100% new/raw materials and contain no recycled content.

## **8. Selection Criteria**

Selection of vendors for award of contracts will be based on responsiveness of responses to this RFR. Review of bids will focus on the "best value" for the agencies and departments of the Commonwealth of Massachusetts and its political subdivisions.

All mandatory requirements **must** be met (these are designated throughout the RFR with "**must**"). Points will be given to Bidders that meet the criteria in "**desirable**" items in this RFR.

The Facilities PMT reserves the right to request clarification of responses following bid submission. The team also reserves the right to determine that any non-compliance is insubstantial, can be corrected or that an alternative proposed by the vendor is acceptable.

## **9. Vendor Qualifications and References**

Vendors **must** have been in the business of manufacturing and selling recycled paint for a minimum of one year and must submit documentation to certify this status.

Bidders **must** also provide three government and/or commercial business reference contacts in order to demonstrate product reliability and the ability to perform the type of effective service requested under this RFR. References should be listed on the Business Reference Form (Attachment C). Reference should be similar in scope to the specifications of this RFR.

## **10. Labeling**

All containers under this contract **must** clearly state that the product is recycled paint and be labeled with the name and address of the manufacturer, batch or lot numbers, date of manufacturing, type of paint, intended use, directions for application, clean-up information and instructions to “Do Not Freeze”, as per MSDS requirements.

It is **desirable** that the percentages of post-consumer recycled content, pigments and other base materials also be clearly indicated on the label, as well as the safety and first aid information concerning what to do in case of ingestion.

It is **desirable** that the labels be printed on recycled paper with a minimum of 20% post-consumer content and that such content be clearly indicated with appropriate wording (and logo if possible) on the label. To be eligible for award points, Bidders must include verification of this information with their submission.

## **11. Scope of Services**

### **Mandatory**

- Awarded contractors **must** be aware that the Commonwealth reserves the right to negotiate an increase in the post-consumer content of certain paint products if and when a higher percentage is feasible.
- For orders of fifty(50) gallons or more, vendors **must** be able to match color to specific requirements.
- Vendors **must** stock a minimum of five(5) multiple colors for all mandatory items indicated in this RFR.
- Vendors **must** be able to provide a minimum selection of recycled paint products in the categories indicated below:
  - ⇒ Interior latex flat finish
  - ⇒ Interior latex satin or eggshell finish
  - ⇒ Interior latex ceiling paint
  - ⇒ Exterior latex paint
- Vendors **must** offer these products in both one gallon and five gallon containers.
- Color chips or color charts representing the vendor’s product line for the commodities awarded under this RFR **must** be furnished to the Facilities PMT with their response and to all interested state agencies upon request.

### **Desirables**

To be eligible for award points for any of the following desirables, Bidders **must** submit information with their response on any and all options that they offer.

It is **desirable** that:

- vendors provide additional recycled paint products under this RFR. Please indicate all other products offered on Attachment B and include the minimum post-consumer recycled content of each item in the space provided along with the price. (For any additional recycled paint products offered, the highest percentage post-consumer content currently feasible is **desirable**).
- vendors offer multiple stock colors beyond the mandatory minimum of five for any and/or all paint products
- vendors have the ability to match colors in quantities less than the mandatory minimum of 50 gallons
- vendors use paint collected from Massachusetts in their manufacturing process
- vendors offer a pricing discount for large volume orders

- vendors use labeling and packaging/ shipping materials made with the highest post-consumer recycled content practicable (e.g. paint can labels made with recycled paper, corrugated boxes with a minimum of 35% post-consumer content)

## **12. Performance Specifications**

All mandatory recycled paint products listed in this section **must** meet the following specifications:

- **Recycled content** - All paint products **must** contain a minimum of 50% post-consumer recycled content; such products will represent paint derived from household hazardous waste collection programs and the manufacturer will certify that the paint meets this requirement by signing the certification included in Attachment A.
- **Prohibited materials** - Paint **must** be free from toxic materials under normal conditions of use and shall not contain lead in excess of .06 percent by weight of non-volatile hexavalent chromates, benzene, halogen solvents or mercury in excess of 50 parts per million for Interior and Interior/Exterior paint classifications and 100 parts per million for Exterior paints(as per federal regulations), and shall comply with existing federal regulations concerning hydrocarbon emissions and volatile organic compound content.
- **ASTM Standards** - Paint products **must** meet the American Society for Testing and Materials(ASTM) standards for performance categories specified above.
- **Application properties** - Paint products **must** brush, roll or spray easily and dry to a smooth uniform film, free from lap marks, excessive brush marks, orange peel, craters or dusting , showing no signs of streaking.
- **Dry time** - Dry through dry time for flat and eggshell finish paints **must** be equal to two(2) hours or less and for semigloss paints, equal to eight(8) hours or less.
- **Odor** - The odor of the paint in the can and during application **must** not be irritating and **must** have no residual odor after 48 hours.
- **Condition in the container** - Paint products **must** show no evidence of putrefaction, hard settled pigment or corrosion of the container. The paint shall be dispersible to a uniform condition by not more than five minutes hand stirring, without decanting and re-mixing.
- **Dry Opacity (hiding power)** - For purposes of this RFR, paint products **must** meet the federal minimum requirements for Fineness of Dispersion(or Grind) and Contrast ratio:
  - ⇒ Fineness of Dispersion - As specified in ASTM D1210 - Fineness of Dispersion of Pigment Vehicle Systems, paint minimums **must** be greater than or equal to 3 for latex flat paints and greater than or equal to 4 for latex eggshell and semigloss paints.
  - ⇒ Contrast ratio - As determined in the federal standards, the minimum requirements for this characteristic are based on the reflectivity levels of individual paint colors, as indicated below:
 

<u>Reflectivity</u> 80 and above	=	.92 contrast ratio
76 - 79	=	.93
72 - 75	=	.94
68 - 71	=	.95
61 - 67	=	.96
60 and lower	=	.98
- **Accelerated storage** - As per ASTM D1849 - Package Stability of Paint, after storage at 125 degrees F for 30 days, a sealed, filled one-quart can of paint **must** show no coagulation or hard settled pigment. The paint shall be dispersible to a uniform condition and shall pass the application properties tests.
- **Flexibility** - The paint should represent ¼ inch flexibility and **must** not crack or flake when tested.
- **Alkali resistance (washability)** - As per ASTM D1308 - Effect of Household Chemicals on Clear and Pigmented Organic Finishes, the paint shall show no blistering or signs of dissolving immediately after testing. After 24 hours recovery, the film shall show no change in hue or hardness when compared with the untested portion of the paint film.
- **Scrub resistance** - As per ASTM D2486, when tested, the paint film shall not be worn through to the panel in fewer than 300 cycles for paints containing 40% minimum volume solids, or 150 cycles for paints containing 30% volume solids.
- **Color** - As specified in ASTM D2244 - Calculation of Color Differences, paint with 30% minimum volume solids or greater **must** match the color specified within a color tolerance delta E of 2.5.

- **Solids** - Total solids of paint **must** represent 40% or more of the total volume of paint for flat paints and 30% or more of the volume of paint for satin and semigloss paints.
- **Gloss** - As per ASTM D523 - Specular Gloss, flat paint shall have a gloss factor of not more than 10%, satin or eggshell finish shall have a gloss factor of not more than 25%, and semigloss shall have a factor of not more than 50%.
- **Freeze-thaw stability** - When tested for three freeze-thaw cycles, the paint must show no coagulation or flocculation, and the consistency shall not change more than 8KU(kreb units) and the paint shall pass the brushing properties test.
- **Consistency/ Viscosity** - As per ASTM D562 - Consistency of paints using the Stormer Viscometer, the range of viscosity for all types of paint in the RFR shall be 80-100 KU.
- **Biological growth (mold retardant)** - The paint shall attain a surface disfigurement rating of 8 or greater when evaluated against Adjunct No. 12-432740-00 specified in ASTM D3274. A certificate of compliance may be submitted by the supplier that a biocide has been used in concentrations which have been tested in similar formulations and has passed this requirement.
- **Shelf life** - All paint products **must** have a shelf life of no less than twelve (12) months. For purposes of this RFR, shelf life will be considered the period beginning with the date of delivery to the agency. During that period, some setting of the paint coating will be allowed, but the material shall be easily dispersed by means of a paddle to achieve uniformity and homogeneity, and upon use, the product must perform satisfactorily to the specifications outlined in the contract.
- **Material Safety Data Sheets(MSDS)** - Vendors **must** have Material Safety Data Sheets for all products bid and provide them upon request to any purchasing entity.

### **13. Product and Service Warranties**

Vendors **must** guarantee that the paint products offered will have satisfactory covering quality, opaqueness of coat, and general satisfactory performance for the purpose intended under normal conditions of use and **must** meet all claims for washability, durability and wear.

In the event of customer dissatisfaction with the performance of the product, vendors **must** agree to take back the partially used container and all other unopened containers for a full refund of the product cost and/or replace it with a product that addresses the needs of the customer, whichever is agreeable to the customer.

In order to ensure consistent quality of both product performance and vendor service, the awarded vendor(s) **must** agree to work with the Facilities PMT on an as needed basis during the course of the contract period, in examining the recycled paint manufacturing process to address any customer concerns or issues.

Any discrepancies in the paint properties guaranteed under this RFR shall constitute grounds for rejection of the product by the purchasing entities

### **14. Quality Assurance Provision**

Each vendor must certify in writing that the items bid meet all federal specifications for performance.

Each vendor must submit Material Safety Data Sheets (MSDS) for each item bid.

Awarded vendors **must** be agreeable to furnish samples to the Facilities PMT at no charge for the purpose of product evaluation.

The Commonwealth also reserves the right to have the awarded vendor's samples submitted to an independent laboratory for testing in order to certify the quality of the product(s). In this process, the full cost of shipping and furnishing the samples would be the responsibility of the vendor.

All containers must be properly filled. Any evidence of shortfill may constitute rejection of the awarded product.

### **15. Reporting`**

For purposes of accurately recording and tracking the use and purchase of recycled paint, awarded vendors **must** keep a record of all purchases made by state agencies and political subdivisions and periodically provide such information to the Commonwealth upon request.

## **16. Pricing**

All Bidders **must** fill out the “Mandatory Cost Proposal” and submit it with their response, but in a separate sealed envelope, which must be labeled with the Bidder’s name, the RFR # FAC07, due date and time and the words “Cost Proposal.” Please complete Attachment A, to submit this information.

## **17. Delivery Requirements**

Vendors must be able to deliver all “in-stock” paint products and colors within ten (10) business days of the order placement, unless otherwise agreed upon with the requesting state agency. Delivery of all special order, or custom colors must occur within twenty (20) business days of the date of placement, unless other terms are agreeable to the customer.

## **18. Minimum Order**

Minimum order from any eligible entity regardless of geographic location in the Commonwealth is ten(10) gallons of any combination of paint products.

## **19. Termination of Contract**

The Commonwealth reserves the right to terminate any contract(s) awarded under this RFR at any time without cause, in which case payment will be made for any accepted/approved services.

Evaluation of vendor performance will take place on an ongoing basis. User departments will be surveyed as to their satisfaction with the contractor's performance and unsatisfactory ratings may lead to termination of the contract.

## **20. Requirements and Instructions for Submission of Responses:**

The following information **must** be submitted with the Bidder’s response in order to be considered eligible:

a) Bidders should submit one (1) original and two (2) copies of their proposal in writing (faxed submissions are not acceptable) to the following address:

Operational Services Division  
ATTN: Kristal Doherty, RFR File # FAC07  
One Ashburton Place, Room 1017  
Boston, MA 02108-1552

b) In addition, all pricing sheets should be placed in a separate sealed envelope within the main envelope and marked with:

- 1) Vendor Company Name, Contact Person and Phone number
- 2) Due date and time
- 3) **Signed originals** of the Commonwealth Terms and Conditions and the Standard Contract Form (W9)
- 4) “DO NOT OPEN UNTIL AUGUST 25, 1997 (Also, place this on the outside of the main envelope).

c) Bidders **must** bid on all mandatory products named in this RFR and include a completed Cost Proposal (Attachment A) with their submission. Bidders **must** also include with their response:

Any information required for eligibility of additional award points  
Color chart and/or color chips for all mandatory products offered  
Attachments C - Business Reference Form and Attachment D - Recycled Product Certification Form

d) It is **desirable** that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 20%** or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). All bids should note the level of recycled content contained in the paper being used.
- Unless absolutely necessary, all bids and copies **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
- Materials are submitted in a format which allows for **easy removal and recycling** of paper materials.
- Bidders are encouraged to use other products which contain **recycled content** in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, vendors may wish to note which products in their bids are made with recycled materials.
- **Unnecessary samples, attachments or documents** not specifically asked for should not be submitted.

## **21. Contract Award**

The successful Bidders selected will be contacted by the Facilities PMT. Notice to non-selected Bidders will be posted on the Comm-PASS system. Bidders should NOT call OSD or the Facilities PMT for this information.

The estimated start date for the contract(s) to be awarded under this RFR is August 29, 1997.

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**ATTACHMENT A  
MANDATORY COST PROPOSAL SHEET**

Bidders **must** bid on all mandatory items listed below and submit a completed the “Mandatory Cost Proposal” with their response. This sheet **must** be placed in a separate sealed envelope and labeled with the Bidder’s name, the RFR #, due date and time and the words “Cost Proposal.”

BIDDER: \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

PHONE/ FAX #: \_\_\_\_\_

DESCRIPTION MANDATORY ITEMS <small>(All bidders must bid on these items)</small>	AVAILABLE COLORS <small>(Minimum of <u>five</u> colors must be stocked for each item)</small>	PRICE One(1) Gallon	PRICE Five(5) Gallons	% Post- Consumer Content	OPTIONAL Volume Discount Price for Orders over 50 Gallons
Interior latex flat wall paint					\$
Interior latex satin or eggshell finish					\$
Interior latex ceiling paint					\$
Exterior latex					\$
					\$



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ATTACHMENT C  
BUSINESS REFERENCE FORM**

Bidder: \_\_\_\_\_

RFR Name/Title: \_\_\_\_\_

RFR Number: # \_\_\_\_\_

**The Bidder must provide three (3) business references.**

1. Reference Name/Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: # (    ) \_\_\_\_\_

Fax/Internet address: \_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Reference Name/Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone # (    ) \_\_\_\_\_

Fax/Internet address: \_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Reference Name/Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: # (    ) \_\_\_\_\_

Fax/Internet address: \_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**References will be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's Response. References from the Procuring Department shall not be accepted for references. The Department may deem the Bidder's Response non-responsive if a reference is not obtainable from a listed reference after reasonable attempts.**

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**ATTACHMENT D  
RECYCLED PRODUCT CERTIFICATION FORM**

I hereby certify that the products bid on the *mandatory list* contain the minimum percentage of 50% post-consumer recycled content specified in this RFR, and any additional or optional products indicated on Attachment C contain the highest minimum percentage of post-consumer content currently feasible and practical.

I also certify that the paint used to manufacture the recycled paint to be offered under this statewide contract has been derived from paint collected in household hazardous collection programs.

I, the undersigned, duly authorized representative of the Bidder certify that the percentage of recycled material and post consumer content, stated in my bid is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information maybe cause for bid rejection or contract termination.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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**ATTACHMENT E  
MINORITY BUSINESS ENTERPRISE PARTICIPATION FORM**

Bidder: \_\_\_\_\_

RFR Name/Title: \_\_\_\_\_

RFR Number: # \_\_\_\_\_

Minority Business Enterprises (MBEs) are encouraged to submit responses to this RFR. This RFR may allow additional points for SOMWBA certified MBE Bidders; and Bidders using SOMWBA certified subcontractors to provide at least 25% of the total amount stated in the Response.

Any minority-owned business may apply to SOMWBA (State Office of Minority and Women-Owned Business Assistance) for certification, and SOMWBA certified MBEs will be placed on the Bidder list published by SOMWBA. For further information on SOMWBA MBE qualifications or access to SOMWBA MBE Bidder lists, contact SOMWBA at: 100 Cambridge Street, 13 Floor, Boston, MA 02202 Telephone # (617) 727-8692.

The Bidder must check the appropriate space(s) below, and attach a copy of the current MBE certification(s) for all SOMWBA Certified MBEs indicated.

1. The Bidder is a SOMWBA certified MBE  yes  no
2. Each Subcontractor listed below is a SOMWBA certified MBE  yes  no
3. List MBE Subcontractors and amounts to be provided by each MBE Subcontractor  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_
4. Total amount to be provided by MBE Subcontractor(s) \$ \_\_\_\_\_

**The Department intends to monitor MBE participation, and may require the Bidder to demonstrate MBE participation under any Contract resulting from this RFR. Failure of the Bidder to provide the total level of MBE participation as indicated on this attachment shall be a material breach of any Contract resulting from this RFR.**