

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
SEE SCHEDULE

PAGE 1 OF 10

2. CONTRACT NO. **W911RQ-08-D-0015** 3. AWARD/EFFECTIVE DATE **22-Feb-2010** 4. ORDER NUMBER **0012** 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE **W911RQ**
 RED RIVER ARMY DEPOT
 DIRECTORATE FOR CONTRACTING
 100 MAIN DRIVE BUILDING 431
 TEXARKANA TX 75507-5000
 TEL:
 FAX:

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100% FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB
 SIZE STD: 10.5M NAICS: 562212

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE **W911RQ**
 RED RIVER ARMY DEPOT
 RENITA FOSTER
 M/F BLDG 293 100 MAIN DRIVE
 TEXARKANA TX 75507-5000

16. ADMINISTERED BY CODE **W911RQ**
 LEOLA LIGGINS
 PHONE: 903-334-2330
 FAX: 903-334-2541
 LEOLA.LIGGINS@US.ARMY.MIL
 TEXARKANA TX 75507-5000

17a. CONTRACTOR/OFFEROR CODE **4PRH4**
 EARTH SMART ENVIRONMENTAL SOLUTIONS, LLC
 KEVIN E. FORNEY
 151 W MICHIGAN AVE
 CLINTON MI 49236-9577
 TEL. 240-298-5702 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE **HQ0303**
 DFAS COLUMBUS
 DFAS - ROCK ISLAND / JAIQBAC
 ATTN: ROCK ISLAND
 PO BOX 182316
 COLUMBUS OH 43218-2316

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

See Schedule **\$10,050.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
 TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31c. DATE SIGNED

Rose Mary Spearman **22-Feb-2010**

30b. NAME AND TITLE OF SIGNER 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

(TYPE OR PRINT) ROSE M. SPEARMAN / CONTRACTING OFFICER
 TEL: 903-334-2604 EMAIL: rose.m.spearman@us.army.mil

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

INCORPORATED BY REFERENCE

Earth Smart Environmental Solutions, LLC is a Service Disabled Veteran Owned Small Business and payment "SHALL" be made 15 days or less after receipt of certified invoice.

Earth Smart Environmental Solutions, LLC proposal, dated 31 March 2008 including Amendment 0001 and all required documents are hereby accepted and incorporated as part of this contract.

PWS

PERFORMANCE WORK STATEMENT

A.1. GENERAL

A.1.1. The Contractor shall provide Red River Army Depot (RRAD) with sufficient personnel, equipment, tools, transportation, tracking documents (manifest) and any other items necessary to perform services related to the marking/labeling, loading, transporting, removal and disposal of waste for RRAD. The contract shall be a requirement contract for a base year and two (2) options years. RRAD is located 18 miles west of Texarkana, Texas, in the northeast corner of Texas. The industrial activities at RRAD generate significant quantities of hazardous and non-hazardous waste associated with metal cleaning, painting, de-painting, and electroplating. Waste generated at RRAD is State and Federal regulated and listed on a Notice of Registration (NOR) with the State of Texas Regulatory Agency.

A.1.2. The contract consist of three (3) different type of waste removals:

(1) Removal of containerized (drum) universal waste paint & paint related material, i.e., mixed paint & solvent blend

(2) Removal of containerized (drum) universal waste paint & paint related material, i.e., liquid or dried paint with cans

(3) Removal of containerized (drum) universal waste paint related material, i.e., paint rags

A.1.a. The contract is managed by the Universal Waste regulations under the State of Texas regulations, 30 Texas Administrative Code (TAC) 335.262 and related chapters to an approved Treatment, Storage and Disposal Facility (TSDF) in Texas, in accordance with all applicable Federal and State regulations/laws. In the State of Texas, "Paint and Paint Related Materials" may be classified and managed as Universal Waste.

A.1.b. The Paint and Paint Related materials under this contract may include mixed paint waste which is a mixture and blend of various types of paints and solvents, off specification and/or unused paints and solvents that are no longer needed

and/or have dried in its container, and paint rags which are generated from the clean up or wiping of paints and/or solvents. (See Schedule for Line Item details). The characteristics of the waste that may be offered to the Contractor will be classified as a Hazardous Waste, with EPA codes that may include D-Listed such as D001, D006, D007, D008 and D035 and F-Listed such as F003 and F005 that will be managed as Universal Waste.

A.1.c. All waste material will be in 55-gallon containers furnished by the Government. Contractor shall be responsible for providing all applicable documentation for transportation and tracking of the waste such as a Uniform Hazardous Waste Manifest (UHW) and Land Disposal Restriction (LDR) forms. Contractor personnel performing any portion of this contract shall be in compliance with all applicable training requirements identified by EPA, OSHA, DOT and State regulations, with certification provided to designated Government personnel prior to any work start up.

A.2. REGULATORY COMPLIANCE:

A.2.1. The contractor shall ensure that all contractor personnel and employees performing any part of this contract are familiar with and maintain compliance with all Federal, State and Local Regulations/Laws governing health, safety and environmental protection during the duration of this contract. Certification of compliance will be provided at contractor expense for all personnel performing any portion of this contract.

A.2.2. Contractor will be responsible for providing a listing of EPA/State licensed Transporter companies that will be used and the name of all Treatment, Storage and Disposal (TSD) facilities located in the State of Texas that will be receiving RRAD waste for treatment and disposal. These facilities must be in compliance with all Federal and State regulations governing waste transporting, treatment and disposal. The Government reserves the right to disapprove the use of any transporter and/or TSD facility on list provided by contractor at anytime if there deems reasons that a non-compliance situation may arise or has arose.

A.2.3. Contractor is responsible for providing all Department of Transportation (DOT) labels and ensuring all labels are affixed and properly filled out prior to shipment on public highways. Placards and Labels for transport vehicle are also the responsibility of the transportation company utilized.

A.2.4. Contractor is responsible for preparing all manifest and providing these documents to Government designated representative prior to shipment of waste off-site (RRAD).

A.2.5. Contractor is responsible for ensuring all containers of waste shipped off-site (RRAD) reaches designated/approved TSD facility and original manifest receipt copy is returned to RRAD Government designated representative within 30 days from time of shipment.

A.2.6. Contractor will be provided with a waste classification profile, classifying all waste that will be offered to the contractor. It is the contractor's responsibility to properly profile waste into approved TSD facilities covering all waste under this contract. Contractor shall provide Government designated representative copies of all profiles used for classifying waste into the TSD Facilities.

A.2.7. Contractor has the responsibility to ensure all workers are provided safety equipment and Personnel Protective Equipment (PPE) when required while at RRAD. Contract employees must be properly trained in the use of PPE that is provided.

A.3. PROJECT MANAGER

A.3.1. Contractor shall provide a designated representative and/or Project Manager who shall be responsible for the performance of the work under this contract. The name and phone number of this person shall be designated in writing to the Contracting Officer, Red River Army Depot. The designated representative shall be available in person or by telephone during duty hours to discuss any problem areas, oversight of all work performance and interaction with designated Government personnel. The Project manager must have full authority to act for the contractor on all matters pertaining to the performance of this contract.

A.4. SECURITY REQUIREMENTS

A.4.1. Contractor personnel or any representative of the contractor entering Red River Army Depot or any of its interiorly secured areas shall abide by all security procedures and shall be subject to security searches or inspections at anytime.

A.4.2. Security Plan requirements in accordance with 49 Code of Federal Regulations (CFR) 172 shall be followed by the Contractor. For the purpose of this contract, Contractors Security Plan must include requirements for shipments requiring placards and a copy shall be provided to RRAD prior to any work being performed under this contract, and/or Contractor shall provide a written certification that a Security Plan is in place and it meets all the requirements of 49 CFR 172.

A.5. VEHICLES REGISTRATION AND IDENTIFICATON

A.5.1. Contractor owned and operated vehicles entering Red River Army Depot shall have a valid and current State Drivers License and vehicle registration during the time the vehicle is in use on the installation.

A.6. WORK SCHEDULE & WORK HOURS

A.6.1. Normal business work hours at Red River Army Depot will be between Monday through Thursday, 6:30 a.m. to 5:00 p.m. Central Standard Time. All work scheduled will be performed during normal business hours.

A.6.2. Red River Army Depot observes Legal Holidays as follows:

New Years Day	January 1 st
Martin Luther King, JR Birthday	3 rd Monday in January
George Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	November 11 th
Veteran's Day	4 th Thursday in November
Christmas Day	December 25 th

When any of the above legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Friday or Saturday, the preceding Thursday is observed as a holiday by the U.S. Government.

A.6.3 Contractor has total responsibility to ensure all work is scheduled in accordance with normal business work hours and outside any legal holidays observed by Red River Army Depot.

B.1. DELIVERY AND PERFORMANCE

B.1.1. Contract is for a one-year period from the effective date of the contract, with two (2) option years. Quantities are estimates only with no guarantee of minimum or maximum quantity per delivery. No funds will be obligated by the award of the contract, but will be obligated by issuance of delivery orders. Failure of the Government to furnish such items in the amounts or quantities described in this schedule as "estimated" or "maximum" will not entitle the contractor to any equitable adjustments in price.

B.1.2. It is the contractor's responsibility to report on-site with all necessary personnel, equipment, supplies, paperwork, transportation, etc., for work start-up within 48 hours after receipt of Delivery Order. Example: forth eight (48) hours will be counted as continuous hours, i.e., call made at 2:00 p.m. on Monday, contractor shall respond prior to 2:00 p.m. on Wednesday of that same week. Contractor will coordinate the service schedule with the Contracting Officer Representative (COR).

B.1.3. Contractor shall take full responsibility for liability associated with the transportation of roll-off containers to and from Red River Army Depot. Contractor will be responsible for any damages to government property. Contractor shall notify COR of any damage at the time of incident.

B.2. EMERGENCY SERVICE

B.2.1. Contractor shall respond within 24 hours after receipt of an emergency service request. Emergency service request will be made by the Contracting Officer's Representative (COR), Contracting Officer or Contract Administrator.

B.3. SPILL CLEANUP

B.3.1. In the event that a spill occurs which is generated by the contractor during the performance of service, the contractor shall provide all materials, labor and equipment necessary for the cleanup and protection of surrounding personnel, equipment and the environment at no cost to the Government.

B.4. INSPECTION AND ACCEPTANCE

B.4.1. Inspection and acceptance will be at the job site where work is being performed. A Contracting Officer Representative (COR) shall be responsible inspection and acceptance of the services to insure compliance with the terms of the contract. Inspection and acceptance will not be done until all work has been completed by contractor for specific order.

B.4.2 Contractor shall take full responsibility for liability associated with the performance of this work at Red River Army Depot. Contractor will be responsible for any damages to government owned equipment while on-site. Contractor shall inspect containers while on-site and shall notify COR of any damage found.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 EXERCISED OPTION	UNIVERSAL WASTE FFP This is a requirement contact for the removal of Universal Waste. The quantities are estimates only and are not guaranteed. No funds are obligated by the issuance of the contract. Actual quantities will be ordered and funds will be obligated by the issuance of delivery orders. FOB: Destination MILSTRIP: A3L60072950002 PURCHASE REQUEST NUMBER: A3L60072950002				\$0.00

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB EXERCISED OPTION	UW- Liquid or Dried Paint w/Cans FFP Removal of containerized (drum) Universal Waste - Paint & Paint Related Material. FOB: Destination MILSTRIP: A3L20000480001 PURCHASE REQUEST NUMBER: A3L20000480001	15,000	Pound	\$0.67	\$10,050.00

ESTIMATED NET AMT	\$10,050.00
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ACRN AA CIN: A3L200004800010001	\$10,050.00
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1001	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1001	N/A	N/A	N/A	N/A
1001AB	15-MAR-2010	15,000	RED RIVER ARMY DEPOT RENITA FOSTER M/F BLDG 293 100 MAIN DRIVE TEXARKANA TX 75507-5000 903/334-2186 FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 32403L2000A3L200004800015RLEHW041117
 AMOUNT: \$10,050.00
 CIN A3L200004800010001: \$10,050.00

CLAUSES INCORPORATED BY FULL TEXT

52.242-4004 ADMINISTERING CONTRACTING OFFICER

NAME: Charlie D. Harris Jr.

ADDRESS: Red River Army Depot
 100 Main Drive
 ATTN: AMSTR-RR-P
 Texarkana, TX 75507-5000

TELEPHONE: (903) 334-2218

FAX: (903) 334-4141

E-MAIL: charlie.d.harris@us.army.mil

(End of Provision)