

THIS FILE IS MADE AVAILABLE THROUGH THE DECLASSIFICATION EFFORTS AND RESEARCH OF:

THE BLACK VAULT

THE BLACK VAULT IS THE LARGEST ONLINE FREEDOM OF INFORMATION ACT / GOVERNMENT RECORD CLEARING HOUSE IN THE WORLD. THE RESEARCH EFFORTS HERE ARE RESPONSIBLE FOR THE DECLASSIFICATION OF THOUSANDS OF DOCUMENTS THROUGHOUT THE U.S. GOVERNMENT, AND ALL CAN BE DOWNLOADED BY VISITING:

[HTTP://WWW.BLACKVAULT.COM](http://www.blackvault.com)

YOU ARE ENCOURAGED TO FORWARD THIS DOCUMENT TO YOUR FRIENDS, BUT PLEASE KEEP THIS IDENTIFYING IMAGE AT THE TOP OF THE .PDF SO OTHERS CAN DOWNLOAD MORE!



DEPARTMENT OF THE AIR FORCE

HEADQUARTERS AIR COMBAT COMMAND

LANGLEY AIR FORCE BASE, VIRGINIA

HQ ACC/SC
204 Dodd Blvd, Ste 303
Langley AFB VA 23665-2777

20 OCT 1999

Mr. John Greenewald, Jr.

Dear Mr. Greenewald

This is in response to your undated Freedom of Information Act (FOIA) request for a copy of records pertaining to a High Tech Composting System in operation at Whiteman Air Force Base.

A portion of this file is releasable and attached. The redacted portions (pages 112 and 132) and six abstracts dated 14 August 1996, 19 July 1996, 18 April 1996 (2), 1 April 1996, and 24 January 1996, respectively; OL-ZC AFMC-LSO/LOTPM memorandum dated 4 March 1996; 1 TRNS/LGTP memorandum dated 27 December 1995; an undated Economic Analysis for Lease Versus Buy Decision In-Vessel Composting System; 509 CES/CEVP memorandum dated 29 April 1996; and 509 BW/JA memorandum dated 2 August 1996 are exempt from disclosure under the Freedom of Information Act, Title 5, United States Code, Sections 552(b)(4), (5), and (6). Disclosure would harm the competitive position of the company involved and impede the government's efforts to obtain this information in the future. Opinions and recommendations of Air Force personnel are considered inter-agency or intra-agency memorandums; disclosure would reveal the deliberative process of the government and would compromise the process by which governmental decisions and policies are formulated. Also, personal information, i.e., Visa card number, has been redacted because disclosure would result in a clearly unwarranted invasion of the personal privacy of the individuals involved.

If you decide to appeal this decision, write to the Secretary of the Air Force within 60 days from the date of this letter. If no appeal is received, or if the appeal is postmarked after the conclusion of this 60-day period, the appeal may be considered closed. Include your reasons for reconsideration along with a copy of this letter. Mail to:

Secretary of the Air Force
Thru: HQ ACC/SCXP (FOIA)
204 Dodd Blvd, Ste 303
Langley AFB VA 23665-2777

Department of Defense Regulation 5400.7 provides that a charge of \$19.80 be assessed for processing this request. Based on the information in your request, we have determined your fee category is "All Others." As such, you are liable for 132 pages of reproduction at \$0.15 per page. Please make your check payable to "Defense Accounting Office ADSN 6671" and mail it to HQ ACC/SCXP (FOIA) at the above address by 19 November 1999.

Sincerely



DAVID R. STINSON, Colonel, USAF
Deputy Director, Communications and
Information Systems

Attachment:
Releasable Records

FOIA Case No.: 99-292

Judy - Skip McCloskey
Non-Bird Fish

Composta down since 23 August -
still net corrected as of 28 Aug 92

WHITEMAN AIR FORCE BASE

SHORT-TERM LEASE PRICING

for

IN-VESSEL COMPOSTING SYSTEM & EQUIPMENT

February 1, 1996

TERM OF LEASE:

Six (6) months:

~~Lease begins on or about September 30, 1996.~~

LEASED EQUIPMENT:

One (1) In-Vessel Composting Reactor System and appurtenances including reactor drum, aeration system, hydraulic power distribution pack, rack line assembly, process control system (hardware and software); and,

One (1) Reel Augie Mixer Model No. KNI 3550.

MONTHLY LEASE PRICE:

~~\$32,690.00 per month.~~

LEASE PRICE APPLIED TO PURCHASE PRICE: Yes (at 75%)

PURCHASE PRICE (adjusted by applied lease payment %):

Composting System = \$ 193,584.00
Reel Augie = \$ 26,671.00

Total = \$ 220,255.00

~~No early termination fee will be charged within 60 days of end of lease term.~~

EXTENSION OF SHORT-TERM LEASE: YES (Maximum of 60 days extension)

OTHER PROVISIONS: Yes - To Be Determined

SPECTRASERV

Water, Waste Water and Sludge Services



Printed on recycled paper

WHITEMAN AIR FORCE BASE

LEASE TO PURCHASE PRICING

for

IN-VESSEL COMPOSTING SYSTEM & EQUIPMENT

February 1, 1996

TERM OF LEASE TO PURCHASE ("LTP"):

Thirty-six (36) months;
October 1, 1996 through September 30, 1999.

LEASE TO PURCHASE EQUIPMENT:

One (1) In-Vessel Composting Reactor System and appurtenances including reactor drum, aeration system, hydraulic power distribution pack, rack line assembly, process control system (hardware and software); and,

One (1) Reel Augie Mixer Model No. KNI 3550.

MONTHLY "LTP" PRICE:~~W\$32,400 per month~~LEASE PRICE APPLIED TO PURCHASE PRICE: Yes (at 75%)PURCHASE PRICE (adjusted by applied lease payment %):End of Year One ~~1996~~

Composting System	= \$ 129,165.00
Reel Augie	= \$ 17,803.00
Total	= \$ 146,968.00

End of Year Two ~~1997~~

Composting System	= \$ 64,746.00
Reel Augie	= \$ 8,935.00
Total	= \$ 73,681.00

End of Year Three ~~1998~~

Balance Due = \$ 1.00

OTHER PROVISIONS:

Yes - To Be Determined

SPECTRASERV

Water, Waste Water and Sludge Services

December 18, 1997

Mr. Steve Townsend, President
SPECTRASERV INC.
75 Jacobus Avenue
S. Kearny, N.J. 07032

Dear Mr. Townsend:

As you know, SPECTRASERV INC. installed an AG-RENU composting system at Whiteman Air Base during the second week of May 1997. This installation followed a temporary installation which I agreed to support with my database software. The official document for this agreement was "PROGRAM LICENSE AGREEMENT AMENDMENT NO. 1" dated December 8, 1995. This document was signed by both you and me. This agreement was in effect from January 1, 1996 through September 30, 1996 but in no event to exceed a term of 9 months. The agreement was tacitly terminated when my monthly payments of \$500.00 were terminated by SPECTRASERV INC., without notification, after the eighth month of the agreement. This I also accepted in the interest of growing the business. As a matter of fact, Whiteman Air Base continued to use my software, without reimbursement to me, until May 1997. I also accepted this in the interest of growing the business. In May of 1997, in response to a request from Bill Kish of your organization, I installed the following three of my software packages: 1) AG-REVIEW DATABASE SOFTWARE, 2) AG-REVIEW MATERIAL USAGE, 3) AG-REVIEW TUTORIAL. Immediately following this installation, I invoiced SPECTRASERV INC., as provided by Exhibit "A" of the SPECTRASERV INC./ARMIN MESKER agreement dated September 27, 1996.

Since this installation, I find SPECTRASERV INC. to be in breach of contract as follows: 1) Failure to pay me for the three software packages listed above within 30 days as provided by Exhibit "A"; 2) Failure to provide me with a signed copy of a sub-license agreement between SPECTRASERV INC. and Whiteman Air Base; 3) Failure to provide me with a non disclosure document showing the names of individuals who have access to the use of my software; 4) Not allowing me to access my Database system, at Whiteman Air Base, by disconnecting the telephone. This communications capability is required by the sub-license agreement between SPECTRASERV INC. and Whiteman Air Base; 5) Failure to provide me with quarterly marketing reports as provided by paragraph 2, sub paragraph C of our contract agreement.

Based on the above listed breaches of contract and accordance with the termination provision of paragraph 9 sub-paragraph a, I am hereby providing you with a 30 days notice reflecting my intent to terminate our AGREEMENT signed and dated September 27, 1996. The 30 days will commence immediately and the SPECTRASERV INC./MESKER contract will terminate at the end of the 30 days unless the above listed breaches are corrected to satisfaction of

ARMIN MESKER before the 30 days have expired.

Sincerely,



Armin H. Mesker
4739 Strathaven Dr.
Dayton, Ohio 45424

cc: Kevin D. Bailey, Captain, USAF
509 Spirit blvd, Ste 203
Whiteman AFB. MO. 65305

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE		TO	ACTION	SIGNATURE (Surname), GRADE AND DATE
1	509CPTS/ FMA	Coord	<i>Paul Jom, 96</i>	6			
2	509CES/ DCE	Sign	<i>ELJ</i>	7			
3				8			
4				9			
5				10			
SURNAME OF ACTION OFFICER AND GRADE			SYMBOL	PHONE		TYPIST'S INITIALS	SUSPENSE DATE
JONES, GS-7			FMA	7-5453		elj	
SUBJECT <u>Lease to Buy Invessel Composting System</u>							DATE 20 May 96

1 Tab
1. Analysis

Elizabeth Jones
ELIZABETH L. JONES
Financial Analyst

4/1/96 (Get telecon with
Frank Lender)

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS

Check or complete all applicable boxes or blocks.

The offeror represents as part of his offer that:

1. CERTIFICATION OF NONSEGREGATED FACILITIES (1984 APR) (FAR 52.222-21):

a. "Segregated Facilities," as used in this provision, means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

Note

b. By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

c. The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specified time periods) it will:

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files, and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(PO Over \$10,000)

.. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (1984 APR) (FAR
52.22-22)

The offeror represents that:

a. It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

b. It has, has not filed all required compliance reports; and

c. Representations indicating submission of required compliance reports, signed by proposed contractors, will be obtained before subcontract awards.

3. AFFIRMATIVE ACTION COMPLIANCE (1984 APR) (FAR 52.222-25)

The offeror represents that (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SIGNATURE

REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

The following representation applies when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (Apr 84)

The quoter represents and certifies as part of its quotation that it is, is not a small business concern and that all, not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

The following provision is applicable if required on the face of the form:

52.219-2 Notice of Small Business-Small Purchase Set-Aside (Apr 84)

Quotations under this acquisition are solicited from small business concerns only. Any acquisition resulting from this solicitation will be from a small business concern. Quotations received from concerns that are not small businesses shall not be considered and shall be rejected.

2. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (1984 APR) (FAR 52.22-22)

The offeror represents that:

- a. It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- b. It () has, () has not filed all required compliance reports; and
- c. Representations indicating submission of required compliance reports, signed by proposed contractors, will be obtained before subcontract awards.

3. AFFIRMATIVE ACTION COMPLIANCE (1984 APR) (FAR 52.222-25)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SIGNATURE

REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

The following representation applies when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (Apr 84)

The quoter represents and certifies as part of its quotation that it is, is not a small business concern and that all, not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

The following provision is applicable if required on the face of the form:

52.219-2 Notice of Small Business-Small Purchase Set-Aside (Apr 84)

Quotations under this acquisition are solicited from small business concerns only. Any acquisition resulting from this solicitation will be from a small business concern. Quotations received from concerns that are not small businesses shall not be considered and shall be rejected.

AUG 22 1995 10:39

ENVIRON FLIGHT

P.02

NONDISCLOSURE AGREEMENT

In my capacity as civilian employee/military personnel assigned to the 509 Engineering Squadron at Whiteman AFB, Missouri, I agree that I will not disclose any of the confidential information (the INFORMATION), defined herein below, to any other party (except responsible members of Ag-Renu to whom such information is to be transmitted only upon the conditions herein imposed), nor make use of any of the subject matter of such disclosure for any reason or purpose whatsoever without the prior written consent of Ag-Renu.

The INFORMATION is defined as being any of the confidential information and trade secrets owned by Ag-Renu or by any third parties who have made confidential disclosures to or on behalf of Ag-Renu, such third parties specifically including T&M Machining, Tucker Engineering, Inc., and Armin Meeker.

I agree to promptly return, upon request by Ag-Renu, all INFORMATION without making copies thereof. Furthermore, I agree to the above restrictions both during my assignment at Whiteman AFB, and thereafter.

Concerning INFORMATION owned by such third parties, I hereby acknowledge that when the written consent of Ag-Renu is requested to allow a disclosure of the INFORMATION to occur, an additional requirement is automatically invoked requiring the prior consent by the corresponding third party to Ag-Renu before the actual disclosure may take place.

Name: Deeby LinnmanTitle/Rank: 66 9Date: July 17 - 95

AUG-04-1995 10:40

P.03

ENVIRONMENTAL FLIGHT

NONDISCLOSURE AGREEMENT

In my capacity as civilian employee/military personnel assigned to the 509 Engineering Squadron at Whiteman AFB, Missouri, I agree that I will not disclose any of the confidential information (the INFORMATION), defined herein below, to any other party (except responsible members of Ag-Renu to whom such information is to be transmitted only upon the conditions hereinafter set). nor make use of any of the subject matter of such disclosure for any reason or purpose whatsoever without the prior written consent of Ag-Renu.

The term INFORMATION is defined as being any of the confidential information and trade secrets owned by Ag-Renu or by any third parties who have made confidential disclosures to or on behalf of Ag-Renu, such third parties specifically including T&N Machining, McCusker Engineering, Inc., and Armin Moeckel.

I agree to promptly return, upon request by Ag-Renu, all INFORMATION without making copies thereof. Furthermore, I agree to the above restrictions both during my assignment at Whiteman AFB, and thereafter.

Concerning INFORMATION owned by such third parties, I hereby acknowledge that when the written consent of Ag-Renu is requested to allow a disclosure of the INFORMATION to occur, an additional requirement is automatically invoked requiring the prior consent by the corresponding third party to Ag-Renu before the actual disclosure may take place.

Name:

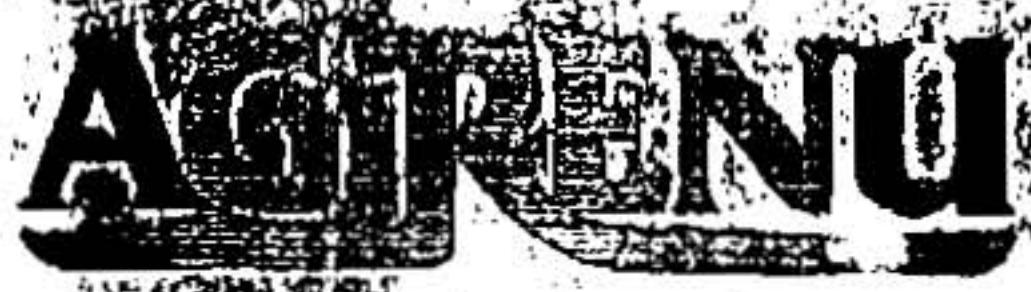
Frank D. Taylor

Title/Rank:

C.G. - S

Date:

July 17 95

NONDISCLOSURE AGREEMENT

In my capacity as civilian employee/military personnel assigned to the 509 Engineering Squadron at Whiteman AFB, Missouri, I agree that I will not disclose any of the confidential information (the INFORMATION), defined herein below, to any other party (except responsible members of Ag-Renu to whom such information is to be transmitted only upon the conditions herein imposed), nor make use of any of the subject matter of such disclosure for any reason or purpose whatsoever without the prior written consent of Ag-Renu.

The term INFORMATION is defined as being any of the confidential information and trade secrets owned by Ag-Renu or by any third parties who have made confidential disclosures to or on behalf of Ag-Renu, such third parties specifically including T&N Machining, McCusker Engineering, Inc., and Armin Meeker.

I agree to promptly return, upon request by Ag-Renu, all INFORMATION without making copies thereof. Furthermore, I agree to the above restrictions both during my assignment at Whiteman AFB, and thereafter.

Concerning INFORMATION owned by such third parties, I hereby acknowledge that when the written consent of Ag-Renu is requested to allow a disclosure of the INFORMATION to occur, an additional requirement is automatically invoked requiring the prior consent by the corresponding third party to Ag-Renu before the actual disclosure may take place.

Name: Gregory H. SmithTitle/Rank: AFG-O5Date: 17 July 95

ASERVE INC

THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE THE OPTION TO PURCHASE CLAUSE OF THIS CONTRACT ON PAGE 3 OF 20. IN ACCORDANCE WITH CLAUSE I-56, FAR 52.207-5, THE OPTION IS EXERCISED TO PURCHASE THE EQUIPMENT AT A COST OF \$207,752.00 AS CITED ON THE BID SCHEDULE ON PAGE 3 OF 20, AS THE PURCHASE PRICE AT THIS TIME.

CONTINUED

96SEP30

F2360596C0029

83

SERVE INC

NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	H23151 F75CES62570700	1	EA	287752.00	287752.00

PRI: 08

PURCHASE OPTION OF COMPOSTING VEHICLE/
REEL-AUGIE EQUIPMENT
EXERCISE OPTION TO PURCHASE ONE INVESSEL
COMPOSTING SYSTEM APPROVED AND TESTED

IN THE MATERIAL AND EQUIPMENT EVALUATION
PROGRAM (MEEP). THIS SYSTEM IS A COMPUTER OPERATED INVESSEL COMPOSTING
SYSTEM.

END PAGE

18

-96 FRI 13:55

509 CONS WHITEMAN AFB

FAX NO. 8165275412

SOLICITATION/CONTRACT/DESER FOR COMMERCIAL ITEMS OFFICE TO COMPLETE BLOCKS 12, 17, 21, 26, & 50				1. YEAR	1. ACQUISITION NUMBER SET SCHEDULED	PAGE 1 OF 26
2. CONTRACT NO. F23606 96C0029	3. AWARD/PURCHASE DATE 30 SEP 96	4. ORDER NUMBER	5. SOLICITATION NUMBER F23606 96 R 01 414	6. SOLICITATION ISSUE DATE 30 SEP 96		
7. FOR SOLICITATION INFORMATION CALL:		8. NAME DENKET VICKI /SERVICES	9. TELEPHONE NUMBER (816)687-5425	10. OFFER DUE DATE/ LOCAL TIME 26 SEP 96 / 4:30 PM		
11. ISSUED BY CODE F23606		12. THIS ACQUISITION IS UNRESTRICTED SET ASIDE % FOR SMALL BUSINESS SMALL DISADV BUR S(CA) OTHER *** SIC: 7339 SIZE STANDARD: \$ 5,000,000	13. DELIVERY FOR 100% DFST UNLESS BLOCK IS MARKED SEE SCHED	14. DISCOUNT TERMS NA		
15. DELIVER TO SEP SCHEDULE B		16. ADMINISTERED BY CODE	17. PAYMENT WILL BE MADE BY CODE	18. ECR: C EFT: T		
19. CONTRACTOR/ OFFICER CODE		20. FACILITY CODE	21. PAYMENT WILL BE MADE BY CODE			
SPECTRASERV INC. 75 Jacobus Avenue SKearny, NJ 07032 TELEPHONE # (201) 589-0277		DAO-DE Whiteman FS 509 Mitchell Ave., Ste 216 Whiteman AFB, MO 65305-5260				
17b. CHECK IF REBATE IS DIFFERENT AND PUT SUCH ADDRESS IN DRAFT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS VOLC IS CHECKED SEE APPENDIX				
19.	20.	21.	22.	23.		
ITEM #2	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		
ACCEPTANCE PERIOD IS 60 CALENDAR DAYS						
REBATE AGREEMENT PLEASE PROVIDE DRAFT NUMBER FACSIMILE PROPOSAL WILL BE ACCEPTED COMPLETION OF REPRESENTATIONS AND CERTIFICATIONS IN SECTION E IS REQUIRED (INCLUDE ADDITIONAL THINGS IF NECESSARY)						
ENTER PRICES IN SECTION B USE TYPEWRITER OR BLACK INK						
25. ACCOUNTING AND APPROPRIATION DATA REF SECTION G						
26. TOTAL AWARD AMOUNT (FOR GOV) \$486.46 UCR OPA						
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.						
27b. CONTRACT/PURCHASE ORDER INCOMMUNICATE BY REFERENCE FAR 52.212-2. 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: REF DATED YOUR OFFER OR SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEM # 0001						
30a. SIGNATURE OF OFFICER/CONTRACTOR <i>Frank Senske</i>						
30b. NAME AND TITLE OF SIGNER Frank Senske VP		30c. DATE SIGNED 09/24/96	31a. UNITED STATES OF AMERICA/SIGNATURE OF CONTRACTING OFFICE GEORGE G.A. CROMER	31c. DATE SIGNED 96 SEP 30		
32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED <input checked="" type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.		33. SHIP NUMBER.	34. VOUCHER NUMBER.	35. AMOUNT VERIF CORRECT FOR		
		<input checked="" type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
35a. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		36. PAYMENT <input checked="" type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> LIN	37. CHECK NR.			
36a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		38. S/R ACCOUNT NR.	39. S/R VOUCHER NR.	40. PAID BY		
41a. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41b. DATE	42a. RECEIVED BY (PRINT)	42b. TOTAL CONTENS		

PAGE 3 of 20
SOLICITATION NUMBER: F23606 96 R 0144

B-1.

CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) Sections K, L and N will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

PART I - SECTION B
BID SCHEDULE

0001

LEASE WITH THE OPTION TO PURCHASE COMPOSTING SYSTEM FOR THE PERIOD 30 SEP 1996
THROUGH 30 SEP 1996

\$ 486.46 one day 30 SEP 1996

Purchase price for period ending 30 SEP 1996 \$207,752.00

PAGE 4 of 20
 SOLICITATION NUMBER ~~F23606~~ 96 P 0144

PART I - SECTION B
 BID SCHEDULE

LEASE WITH THE OPTION TO PURCHASE COMPOSTING SYSTEM FOR THE PERIOD 1 OCT 1996 THROUGH
 30 SEP 1997 (BASE YEAR)

0002

	QTY	UNIT	EXTENDED TOTAL
<u>\$7,780.00</u> per month	12	MO	<u>\$ 93,362.00</u>

PURCHASE PRICE FOR PERIOD ENDING 30 OCT 1996 \$ 201,917.00

" 30 NOV 1996 \$ 196,082.00

" 31 DEC 1996 \$ 190,247.00

" 31 JAN 1997 \$ 184,411.00

" 28 FEB 1997 \$ 178,576.00

" 31 MAR 1997 \$ 172,741.00

" 30 APR 1997 \$ 166,906.00

" 31 MAY 1997 \$ 161,071.00

" 30 JUN 1997 \$ 155,236.00

" 31 JUL 1997 \$ 149,400.00

" 31 AUG 1997 \$ 143,565.00

" 30 SEP 1997 \$ 137,730.00

PAGE 5 of 20
 SOLICITATION NUMBER ~~FZ3805~~ 96 R 0144

PART I - SECTION 8
 BID SCHEDULE

LEASE WITH THE OPTION TO PURCHASE COMPOSTING SYSTEM FOR THE PERIOD 1 OCT 1997 THROUGH
 30 SEP 1998 (1ST OPTION YEAR)

0003

	UNIT	EXTENDED TOTAL
<u>\$ 7,780.00</u> per month	12	<u>\$ 93,362.00</u>

PURCHASE PRICE FOR PERIOD ENDING 30 OCT 1997 \$ 131,895.00

30 NOV 1997 \$ 126,060.00

31 DEC 1997 \$ 120,225.00

31 JAN 1998 \$ 114,390.00

28 FEB 1998 \$ 108,554.00

31 MAR 1998 \$ 102,719.00

30 APR 1998 \$ 96,884.00

31 MAY 1998 \$ 91,049.00

30 JUN 1998 \$ 85,214.00

31 JUL 1998 \$ 79,379.00

31 AUG 1998 \$ 73,543.00

30 SEP 1998 \$ 67,708.00

PAGE 6 OF 20
SOLICITATION NUMBER 523606 96 R 0144

PART I - SECTION B
BID SCHEDULE

LEASE WITH THE OPTION TO PURCHASE COMPOSTING SYSTEM FOR THE PERIOD 1 OCT 1998 THROUGH
30 SEP 1999 (2ND OPTION YEAR)

0004

	QTY	UNIT	EXTENDED TOTAL
<u>\$ 7,780.00</u> per month	12	MO	<u>\$ 93,362.00</u>
PURCHASE PRICE FOR PERIOD ENDING 30 OCT 1998			<u>\$ 61,873.00</u>
" 30 NOV 1998			<u>\$ 56,038.00</u>
" 31 DEC 1998			<u>\$ 50,203.00</u>
" 31 JAN 1999			<u>\$ 44,368.00</u>
" 28 FEB 1999			<u>\$ 38,532.00</u>
" 31 MAR 1999			<u>\$ 32,697.00</u>
" 30 APR 1999			<u>\$ 26,862.00</u>
" 31 MAY 1999			<u>\$ 21,027.00</u>
" 30 JUN 1999			<u>\$ 15,192.00</u>
" 31 JUL 1999			<u>\$ 9,357.00</u>
" 31 AUG 1999			<u>\$ 3,522.00</u>
" 30 SEP 1999			<u>-0-</u>

PAGE 7 of 20
SOLICITATION NUMBER FZ3806 96 R 0144

PART I - THE SCHEDULE
DESCRIPTION
CONTRACT ADMINISTRATION DATA

1. The 509th CONTRACTING SQUADRON REPRESENTATIVES

This contract shall be administered by the Services Flight of the 509 Contracting Squadron, 830 Arnold Ave, Whiteman AFB, MO 65305-5320. The contract Administrator for the contract can be reached by telephone at (816) 687-5423 or by telefax at (816) 687-5618.

2. INVOICING

Any subsequent invoice(s) for payment shall reference the contract number, the date(s) for which service was received, which types of service(s) were performed, which line item(s) reflect the service(s) performed, the quantity of service(s) for each line item(s), the unit price of the service(s) for each line item(s) finally, the total cost of service(s) performed for the date(s) invoiced. All invoices shall be submitted in quadruplicate (6 copies) tot:

509 SVS/SVFL
830 Arnold Ave
Whiteman AFB, MO 65305

3. PAYMENT

All payments shall be made by: DAO-DE Whiteman FS
509 Mitchell Ave., Suite 216
Whiteman AFB, MO 65305-5260

Effective 1 DEC 1996 payment will be made by: DFAS-DM/FP
P.O. Box 7020
Bellevue, NE 68005-1920

4. CONTRACTOR'S PAYMENT ADDRESS

Payments shall be sent to the contractor in accordance with the address on the face of the award document unless otherwise specified below:

(Name of institution to receive payment)

(Address P.O. Box, street, etc.,)

(City) _____ (State) _____ (Zip) _____

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE JUN 1988
(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NO	FAR PARA	CLAUSE TITLE	DATE
I-56	52.207-5	OPTION TO PURCHASE EQUIPMENT (IAW FAR 7.404)	FEB 1995

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental." (End of clause)

I-106. 52.212-5 CONTRACT TERMS AND CONDITIONS RELEVANT TO JAN 1996
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS
(IAW FAR 12.301(b)(6))

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

PAGE 9 of 20
SOLICITATION NUMBER: 523006 96 R 0144

(b) The Contractor agrees to comply with the FAR and FRME clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 233g and 10 U.S.C. 2402).
- (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (41 U.S.C. 637 (d) (2) and (3));
- (4) 52.279-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (6) 52.222-26, Equal Opportunity (E.O. 11246).
- (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (10) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act--Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 7101-7507).
- (12) 52.225-18, European Union Sanctions for the Products (P.O. 12849).
- (13) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- (14) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (65 U.S.C. 10, Pub. L. 103-187).
- (15) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- (16) 201-39.5202-8, Procurement Authority (FIRME). (This acquisition is being conducted under _____ delegation of GSA's executive procurement authority for FIRME resources. The specific GSA DPA case number is _____).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer check as appropriate.)

- (1) 52.222-61, Service Contract Act of 1968, As amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Employees (29 U.S.C. 204 and 41 U.S.C. 421, et seq.).
- (3) 52.222-63, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

PAGE 10 of 20

SOLICITATION NUMBER : PZ3806 96 R 0144

- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 (5) 52.222-47, GSA Minimum Wage and Fringe Benefits Applicable to Successor Contracts Pursuant to Predecessor Contractor Collective Bargaining Agreement (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract has awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, if triggered, are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addendum to this paragraph to establish the establishment of prices under Part 15), in a subcontract for noncommercial items or commercial component--.

- (1) 52.222-24, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disbabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. /V&J).
- (4) 52.247-44, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1261) (blue dot not required for subcontracts awarded beginning May 1, 1986).

1-416. 52.232-20 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (IAW FAR 32.903(d))

APR 1989

PAGE 11 OF 20
SOLICITATION NUMBER PZ3606 96 R 0144

IA-131. 252.213-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS
(TIAU DFARS 212.301(f)(1)(v))

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- 252.205-7000 Provision of Information to Cooperation Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.210-7001 Notice of Partial Small Business Set-Aside with preferential consideration for small disadvantaged business concerns (Alternate 1) (Section 9006, Pub. L. 101-165 (10 U.S.C. 2301 (repeated) note)).
- 252.210-7002 Notice of Small Disadvantaged Business Set-Aside (Alternate 1) (10 U.S.C. 6643).
- 252.210-7003 Small Business and Small Disadvantaged Business subcontracting plan (DoD Contracts) (10 U.S.C. 637).
- 252.210-7003 Incentive for Subcontracting with small businesses, small disadvantaged business, Historically Black Colleges and Universities and Minority Institutions (Alternate 1) (Section 9006, Pub. L. 101-165 (10 U.S.C. 2301 (repeated) note)).
- 252.210-7004 Notice of Evaluation Preferences for small Disadvantaged Business Concerns (Alternate 1) (10 U.S.C. 644).
- 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 13112).
- 252.225-7007 Trade Agreements (10 U.S.C. 2501-2502).
- 252.225-7012 Preference for certain domestic commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7018 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7017 Preference for United States and Canadian Valves and Machine Tools (10 U.S.C. 2534(c)(2)).
- 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2732).
- 252.225-7029 Reflection on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(e)(3)).
- 252.225-7026 North American Free Trade Agreement Implementation Act.
- 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

PAGE 12 OF 20
SOLICITATION NUMBER F23006 96 R 0144

- 252.337-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.338-7000 Certification of Claims and Requests for Adjustment or Relief (10 U.S.C. 2410).
- 252.242-7002 Submission of Commercial Freight Bills for Audit (61 U.S.C. 6726).
- 252.247-7024 Certification of Transportation of Supplies by Sea (10 U.S.C. 2631).
- 252.249-7001 Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1909)(FAR 52.217-9;
17.208 (g))(REVISION ACC FAR SUP 5217.208)

(a) (Revised ACC FAR SUP 5217.208) This contract can be extended, at the option of the government, in increments of 1 year or less by the contracting officer giving written notice of extension to contract at least 30 days before the contract is to expire, provided that the contracting officer shall have given preliminary notice of the government's intention to extend at least 60 days before this contract is to expire. Such a preliminary notice will not be deemed to commit the government to extension. Where performance and payment bond requirements are stated in the initial contract, bonding coverage will apply to the option year(s) and the contractor will furnish proof of such coverage prior to commencement of the option period. If the government exercises this option for extension, the contract so extended shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

29

SOLICITATION/CONTRACT/ORDER FOR CONTRACTOR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				ITEMS		1. REQUESTION NUMBER SEE SCHEDULE	PAGE 1 OF 20
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER F23606	6. SOLICITATION ISSUE DATE 4 20 SEP 96
7. FOR SOLICITATION INFORMATION CALL:		8. NAME DEMKEY VICKI /SERVICES				b. TELEPHONE NUMBER (816)687-5425 (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME 26 SEP 96 / 4:30 PM
9. ISSUED BY		CODE F23606		10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE <input checked="" type="checkbox"/> FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUS <input type="checkbox"/> B(A) OTHER *** SIC: 7359 SIZE STANDARD: \$ 5,000,000		11. DLVRY FOR FOB DEST UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHED	12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE B		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	SCD: C EFT: T
TELEPHONE NR		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
ACCEPTANCE PERIOD IS 60 CALENDAR DAYS							
<p>**** RESTRICTED PLEASE PROVIDE DUNS NUMBER FACSIMILE PROPOSAL WILL BE ACCEPTED COMPLETION OF REPRESENTATIONS AND CERTIFICATIONS IN SECTION K IS REQUIRED (Attach Additional Sheets as Necessary) ENTER PRICES IN SECTION B USE TYPEWRITER OR BLACK INK</p>							
25. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input type="checkbox"/> ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. <input type="checkbox"/> ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND				29. AWARD OF CONTRACT: REF _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION <input type="checkbox"/> (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)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.		33. SHIP NUMBER.		34. VOUCHER NUMBER.		35. AMOUNT VERIFIED CORRECT FOR	
		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT		37. CHECK NR.		
			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (PRINT)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED BY (LOCATION)		42d. TOTAL CONTRNS		
			42c. DATE RVCD(YYMMDD)				

ing burden for this collection of information is estimated to be 45 minutes including the time for reviewing instructions, searching existing data sources, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB NO.: 9000-0136
Expires: 09/30/98

8-1.

CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

PART I - SECTION B
BID SCHEDULE

LEASE WITH THE OPTION TO PURCHASE COMPOSTING SYSTEM FOR THE PERIOD 30 SEP 1996
THROUGH 30 SEP 1996

_____ one day 30 SEP 1996

Purchase price for period ending 30 SEP 1996 _____

PART I - SECTION B
BID SCHEDULE

LEASE WITH THE OPTION TO PURCHASE COMPOSTING SYSTEM FOR THE PERIOD 1 OCT 1996 THROUGH
30 SEP 1997 (BASE YEAR)

	QTY	UNIT	EXTENDED TOTAL
per month	12	MO	
PURCHASE PRICE FOR PERIOD ENDING 30 OCT 1996			
30 NOV 1996			
31 DEC 1996			
31 JAN 1997			
28 FEB 1997			
31 MAR 1997			
30 APR 1997			
31 MAY 1997			
30 JUN 1997			
31 JUL 1997			
31 AUG 1997			
30 SEP 1997			

PART I - SECTION B
BID SCHEDULE

LEASE WITH THE OPTION TO PURCHASE COMPOSTING SYSTEM FOR THE PERIOD 1 OCT 1997 THROUGH
30 SEP 1998 (1ST OPTION YEAR)

	QTY	UNIT	EXTENDED TOTAL
per month	12	MO	_____
PURCHASE PRICE FOR PERIOD ENDING 30 OCT 1997			_____
" 30 NOV 1997			_____
" 31 DEC 1997			_____
" 31 JAN 1998			_____
" 28 FEB 1998			_____
" 31 MAR 1998			_____
" 30 APR 1998			_____
" 31 MAY 1998			_____
" 30 JUN 1998			_____
" 31 JUL 1998			_____
" 31 AUG 1998			_____
" 30 SEP 1998			_____

PART I - SECTION B
BID SCHEDULE

LEASE WITH THE OPTION TO PURCHASE COMPOSTING SYSTEM FOR THE PERIOD 1 OCT 1998 THROUGH
30 SEP 1999 (2ND OPTION YEAR)

	QTY	UNIT	EXTENDED TOTAL
per month	12	MO	_____
PURCHASE PRICE FOR PERIOD ENDING 30 OCT 1998			_____
" 30 NOV 1998			_____
" 31 DEC 1998			_____
" 31 JAN 1999			_____
" 28 FEB 1999			_____
" 31 MAR 1999			_____
" 30 APR 1999			_____
" 31 MAY 1999			_____
" 30 JUN 1999			_____
" 31 JUL 1999			_____
" 31 AUG 1999			_____
" 30 SEP 1999			_____

**PART I - THE SCHEDULE
SECTION 6
CONTRACT ADMINISTRATION DATA**

1. The 509th CONTRACTING SQUADRON REPRESENTATIVES

This contract shall be administered by the Services Flight of the 509 Contracting Squadron, 850 Arnold Ave, Whiteman AFB, MO 65305-5320. The contract Administrator for the contract can be reached by telephone at (816) 687-5425 or by telefax at (816) 687-5418.

1. INVOICING

Any subsequent invoice(s) for payment shall reference the contract number, the date(s) for which service was received, which types of service(s) were performed, which line item(s) reflect the service(s) performed, the quantity of service(s) for each line item(s), the unit price of the service(s) for each line item(s) finally, the total cost of service(s) performed for the date(s) invoiced. All invoices shall be submitted in quadruplicate (4 copies) to:

509 SVS/SVFL
930 Arnold Ave
Whiteman AFB, MO 65305

3. PAYMENT

All payments shall be made by: DAO-DE Whiteman FS
509 Mitchell Ave., Suite 216
Whiteman AFB, MO 65305-5260

Effective 1 DEC 1996 payment will be made by: DFAS-OM/FP
P.O. Box 7020
Bellevue, NE 68005-1920

4. CONTRACTOR'S PAYMENT ADDRESS

Payments shall be sent to the contractor in accordance with the address on the face of the award document unless otherwise specified below:

(Name of Institution to receive payment)

(Address P.O. Box, Street, etc.,)

(City) (State) (Zip)

5. ACCOUNTING APPROPRIATION DATA: 5763400 306 7888 234424 01 A89118 S96-999

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE JUN 1988
 (IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NO	FAR PARA	CLAUSE TITLE	DATE
I-56	52.207-5	OPTION TO PURCHASE EQUIPMENT (IAW FAR 7.404)	FEB 1995

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental." (End of Clause)

I-106. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO JAN 1996
 IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
 COMMERCIAL ITEMS
 (IAW FAR 12.301(b)(4))

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
(Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (6) 52.222-26, Equal Opportunity (E.O. 11246).
- (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act--Trade Agreements Act-- Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- (15) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- (16) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (17) 201-39.5202-3, Procurement Authority (FIRMR). (This acquisition is being conducted under _____ delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is _____).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
(Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--.

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

I-416. 52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS APR 1989
(IAW FAR 32.908(d))

IA-131. 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO NOV 1995
IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE
TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS
(IAW DFARS 212.301(f)(iv))

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- 252.205-7000 Provision of Information to Cooperation Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (Alternate I) (15 U.S.C. 644).
- 252.219-7003 Small Business and Small Disadvantaged Business subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Business, Historically Black Colleges and Universities and Minority Institutions (Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns (Alternate I) (15 U.S.C. 644).
- 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582).
- 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582).
- 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7017 Preference for United States and Canadian Valves and Machine Tools (10 U.S.C. 2534(c)(2)).
- 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.225-7026 North American Free Trade Agreement Implementation Act.
- 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

X 252.233-7000 Certification of Claims and Requests for Adjustment or Relief (10 U.S.C. 2410).

252.242-7002 Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.249-7001 Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)(FAR 52.217-9; 17.208 (g))(DEVIATION ACC FAR SUP 5317.208)

(a) (Revised ACC FAR SUP 5317.208) This contract can be extended, at the option of the government, in increments of 1 year or less by the contracting officer giving written notice of extension to contract at least 30 days before the contract is to expire, provided that the contracting officer shall have given preliminary notice of the government's intention to extend at least 60 days before this contract is to expire. Such a preliminary notice will not be deemed to commit the government to extension. Where performance and payment bond requirements are stated in the initial contract, bonding coverage will apply to the option year(s) and the contractor will furnish proof of such coverage prior to commencement of the option period. If the government exercises this option for extension, the contract as extended shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K-17H. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS MAR 1996
COMMERCIAL ITEMS
(IAW FAR 12.301(b)(2))

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern" means a small business concern that--

- (1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and
- (2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

- TIN: _____.
 TIN has been applied for.
 TIN is not required because:
 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of a Federal, state, or local government;
 Other. State basis. _____

(2) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
 Other corporate entity;
 Not a corporate entity;
 Sole proprietorship
 Partnership
 Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.
(2) Small disadvantaged business concern. The offeror represents and certifies that it is, is not a small disadvantaged business concern.
(3) Women-owned small business concern. The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern. The offeror represents that it is, is not, a women-owned business concern.
(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has certified itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of

- Executive Order 11114; and
- (f) It () has, () has not, filed all required compliance reports.
- (3) Affirmative Action Compliance. The offeror represents that--
- (i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act-- Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of origin
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item

numbers in the following:

(f) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program:"

(Insert line item numbers)

(ff) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) Buy American Act--North American Free Trade Agreement (NAFTA) Implementation Act--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement (NAFTA) Implementation Act--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (g)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - North American Free Trade Agreement (NAFTA) Implementation Act - Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(2) Excluded End Products:

Line item No.	Country of origin
---------------	-------------------

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(2) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. Offerors must certify by inserting the applicable line item numbers in the following:

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program:"

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(b) Certification Regarding Debarment, Suspension or Ineligibility for Award
(Executive Order 12549). The offeror certifies, to the best of its knowledge and
belief that--

- (1) The offeror and/or any of its principals () are, () are not presently
debarred, suspended, proposed for debarment, or declared ineligible for the
award of contracts by any Federal agency, and

(2) () have not, within a three-year period preceding this offer,
been convicted of or had a civil judgment rendered against them for:

attempting to obtain, or performing a Federal, state or local government
contract or subcontract; violation of Federal or state antitrust statutes
relating to the submission of offers; or commission of embezzlement, theft,
forgery, bribery, falsification or destruction of records, making false
statements, tax evasion, or receiving stolen property; and () are, () are
not presently

indicted for, or otherwise criminally or civilly charged by a Government
entity with, commission of any of these offenses.

(i) Procurement Integrity Certification (41 U.S.C. 423). (Applies only
if the contract is expected to exceed \$100,000.)

I, the undersigned, am the officer or employee responsible for the
preparation of this offer. I certify, to the best of my knowledge and
belief, that either--

- () I have no information, or
() I have disclosed information to the Contracting Officer concerning
a violation or possible violation of subsection (a), (b), (d) or (f) of
41 U.S.C. 423, Procurement Integrity, or its implementing regulations
that may have occurred during the conduct of this procurement.

Signature of the officer or employee responsible for the offer and date.

K-233. 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- NOV 1995
COMMERCIAL ITEMS
(IAW DFARS 212.301(f)(iii))

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as
defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C.
App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export
Administration Act of 1979 and means any United States resident or national
(other than an individual resident outside the United States and employed by
other than a United States person), any domestic concern (including any
permanent domestic establishment of any foreign concern), and any foreign
subsidiary or affiliate (including any permanent foreign establishment) of
any domestic concern which is controlled in fact by such domestic concern,
as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

EVALUATION FOR AWARD

Award will be made in the aggregate to that responsible and responsive bidder whose price is most advantageous to the Government, price and other factors considered. Only firm-fixed price bids will be evaluated. A bid using a sliding price scale or subject to escalation based on any contingency will not be accepted and will be considered nonresponsive to the terms and conditions of this invitation for bids. Unit prices are required for each bid item. If not given, the bid will be considered nonresponsive.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
THIS CONCERN'S ORDER PLACED WITH BILL RISH ON 05 MAY 83 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT					

"PURCHASE ORDER CLAUSES"

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)
THIS PURCHASE ORDER INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.

1. FEDERAL ACQUISITION REGULATION (46 CFR CHAPTER 1) CLAUSES

52.283-3	GRATUITIES	(APR 1984)
52.284-4	PRINTING; COPYING DOUBLE-SIDED ON RECYCLED PAPER	(MAY 1985)
52.222-3	CONTRACT LABOR	(APR 1984)
52.222-26	EQUAL OPPORTUNITY	(APR 1984)
52.222-48	SERVICE CONTRACT ACT OF 1965, AS AMENDED--CONTRACTS OF \$2,500 OR LESS	(MAY 1989)
52.222-1	PAYMENTS	(APR 1984)
52.222-8	DISCOUNTS FOR PROMPT PAYMENT	(APR 1989)
52.222-25	PROMPT PAYMENT	(APR 1989)
52.222-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	(APR 1989)
52.246-1	CONTRACTORS INSPECTION REQUIREMENTS	(APR 1984)
52.246-15	RESPONSIBILITIES FOR SUPPLIES	(APR 1984)
52.249-5	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE ORDERS EXCEEDING \$2,500	(APR 1984)
52.214-2	UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERN ORDERS EXCEEDING \$2,500 (FEB 1986)	
52.212-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS ORDERS EXCEEDING \$19,000	(APR 1984)
52.212-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS ORDERS EXCEEDING \$2,500	(APR 1984)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED ORDERS EXCEEDING \$2,500	(MAY 1989)
52.272-40	STATEMENT OF EQUIVALENT RATES FOR FEDERAL FIRES (ORDERS EXCEEDING \$2,500)	(MAY 1989)

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4), THIS CLAUSE IDENTIFIES THE CLASSES OF UNPAID EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OF 1982.

THIS STATEMENT IS FOR INFORMATION ONLY.

IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS MONETARY WAGE-FRINGE BENEFITS

ADDITIONAL GENERAL PROVISIONS: THESE PROVISIONS APPLY IF INCORPORATED BY MODIFICATION OR IF CONTRACTOR'S ACCEPTANCE IS OBTAINED IN BLOCK 18 OF THE DD FORM 1155--PURCHASE ORDER

52.212-22 PAYMENT SCHEDULES--FIXED PRICE (APR 1987)

52.212-23 ASSESSMENT OF CLAIMS (JUN 1986)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVT (APR 1984)

Frank Senske-Vice President FIXED-PRICE, 05/23/97/36-V1531 (APR 1984)

CONTRACTOR SHALL SUBMIT A PROPER INVOICE IN FOUR (4) COPIES TO THE ACCOUNTING AND FINANCE OFFICE INDICATED IN BLOCK 15 OF THE DD FORM 1155. A PROPER INVOICE MUST SHOW THE PURCHASE/DELIVERY ORDER NUMBER CLEARLY ON ITS FACE.

REMITTANCE ADDRESS IS THE SAME AS CONTRACTOR'S ADDRESS IN BLOCK #3.

41 4615961U F750CS61830100 1 ES 10654.0099 13554 27

PERIOD 08

< CONTINUED >

BEST AVAILABLE COPY

51

THE SUE

352

14

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CONT'D					
THIS CONFIRMS ORDER PLACED WITH BILL KISH ON 96 MAY 03 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT					
LEASE OF IN-VESSEL COMPOSTING SYSTEM LEASE ONE IN-VESSEL COMPOSTING REACTOR SYSTEM AND APPURTENANCES INCLUDING REACT OR DRUM, RETENTION SYSTEM, HYDRAULIC POWER DISTRIBUTION PACK, RACK LINE ASSEM					
BY. PROCESS CONTROL SYSTEM (HARDWARE AND SOFTWARE) FEE FOR THIS LEASE IS TO BE \$10,654.88 FOR THE PERIOD OF 16 MAY 1996 THROUGH 15 JUN 1996. P.O.C. FOR THIS WILL BE STEVE BROCKMAN, 687-6243.					
062	K33590101	1	EA	4093.0600	4093.06
PRICE 20					
LEASE OF IN-VESSEL COMPOSTING SYSTEM LEASE FOR A REEL AGITATE MIXER FOR THE PERIOD OF 16 MAY 1996 THROUGH 15 JUN					
1996. THE FEE FOR THIS LEASE WILL BE \$4882.88. P.O.C. FOR THIS LEASE IS STEVE BROCKMAN, 687-6243.					

Frank Foster

Frank Senske-Vice President

05/10/2024

END PAGE 2

52

**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 509th SUPPORT GROUP (ACC)
WHITEMAN AIR FORCE BASE, MISSOURI**

24 JUL 96

**MEMORANDUM FOR 509 CONS/LGLCC
509 CPTS/FMA/WHFS**

FROM: 509 CES/CEV
660 10th Street, Suite 211
Whiteman AFB, MO 65305-5074

SUBJECT: Urgent Walk-thru for AF Form 9

Request urgent processing of the attached purchase request to fund lease/buy option on in-vessel composting equipment, 20 Aug 96 thru 30 Sept 96.

ROBERT D. KOPP, Lt Col, USAF
Commander, 509 Civil Engineering Squadron

Approved

George A. Croom

FEB 19 1978

53

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 509TH SUPPORT GROUP (ACC)
WHITEMAN AIR FORCE BASE, MISSOURI

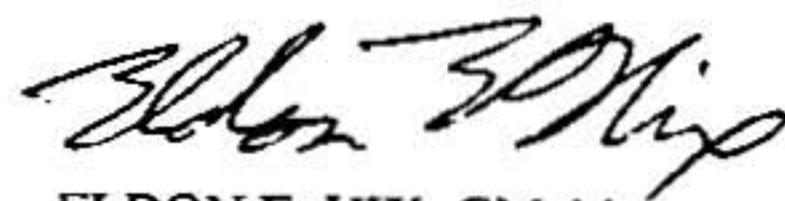
17 Jul 96

MEMORANDUM FOR 509 CONS/LGLCC
509 CPTS/FMA/WHFS

FROM: 509 CES/CC

SUBJECT: Walk-through Letter for AF Form 9

Request expedited action of the attached AF Form 9 for lease-buy option to acquire Composting System.



ELDON E. HIX, GM-14
Deputy Base Civil Engineer



Approved
Dwight A. Clark

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 509TH SUPPORT GROUP (ACC)
WHITEMAN AIR FORCE BASE, MISSOURI

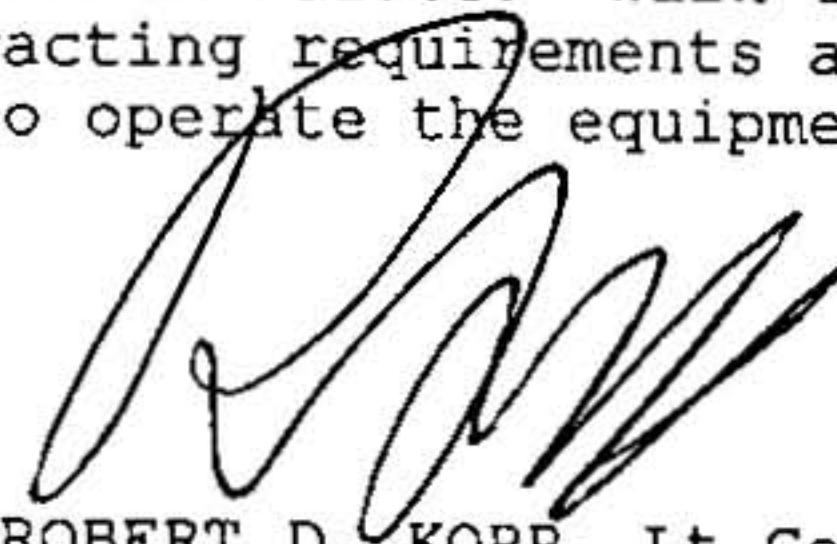
18 Apr 96

MEMORANDUM FOR DAO-DE/WHFS

FROM: 509 CES/CEV

SUBJECT: Walk Through AF Form 9s

Immediate need to complete action necessary to continue the lease on the composting system or equivalent. The equipment is required for the processing of yard and landscaping maintenance waste which is beginning to accumulate. Walk through processing is required to meet contracting requirements and to allow civil engineering to continue to operate the equipment.



ROBERT D. KOPP, Lt Col, USAF
Commander, 509th Civil Engineer Squadron



Approved
Ralph S. Helton

55

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 509th SUPPORT GROUP(ACC)
WHITEMAN AIR FORCE BASE, MISSOURI

25 January 1996

MEMORANDUM FOR 509 CONS/LGCV
850 Arnold ave, Suite 2
Whiteman MO, 65305

FROM: 509 CES/CEV (RRRP)
930 Arnold Ave Suite 101
Whiteman AFB, MO 65305-5060

Subject: Lease Information about the In-Vessel Composting system.

1. Request assistance in leasing an In-vessel Composting System that was tested through the Management Equipment Evaluation Program (MEEP) last year on base.
2. The system requirements are to produce Humus from organic waste materials in or about 72 hours. The system has to be selfcontained, and require no special permits to operate. The system must comply with all Federal, state and local laws and regulations.
3. The following is a list of components of the system current on base, that was tested.

One Compost reactor
One rock line assembly
One Air System
One Power Distribution Pack
One Computer system
One Reel Augie Mixer

4. Please direct questions to Me at 687-7777

Scott J Ammon
SCOTT J AMMON
RRRP Manager

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 509th SUPPORT GROUP(ACC)
WHITEMAN AIR FORCE BASE, MISSOURI

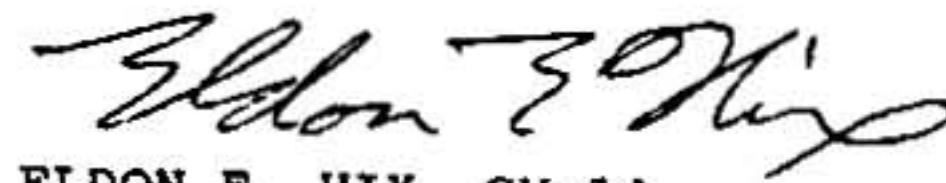
24 January 1996

MEMORANDUM FOR 509 CONS/LGCV
850 Arnold ave, Suite 2
Whiteman AFB MO 65305-5022

FROM: 509 CES/DC
660 10th Street, Suite 211
Whiteman AFB MO 65305-5074

SUBJECT: Letter of Justification, short term lease, In-Vessel Composting system

1. Civil Engineering evaluated an In-Vessel Composting System last year through the Management Equipment Evaluation Program (MEEP). The evaluation was favorable and Civil Engineering would like to lease the system to compost all of the yardwaste and organic material generated on base. Missouri's Omnibus Solid Waste Law has banned organic yard waste from landfills.
2. To lease the system, an Economic Analysis (EA) must be performed and is concurrently being worked. A short term lease of 60 days will keep the equipment on base and allow time for the EA.
3. The Environmental flight has identified funding requirements through the A-106, and sent the requirements up to ACC-CEVP for funding. However, currently, there is no money available to purchase the system. We are requesting a buy out options in the lease to posture ourselves for any fall out money in September 1996.
3. Please contact Mr Scott Ammon at 816 687-7777 for information on the system.


ELDON E. HIX, GM-14
Deputy Civil Engineer

**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 509th BOMB WING (ACC)
WHITEMAN AIR FORCE BASE, MISSOURI**

14 November 1997

Bill Kish
Spectraserv
75 Jacobus Ave,
South Kearny, NJ 07032

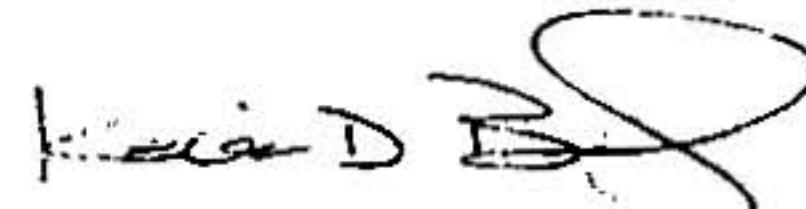
509 BW/JAC
509 Spirit Blvd, Ste 203
Whiteman AFB, MO 65305

Dear Mr. Kish

As we discussed in our most recent conversation, I consider that the non-disclosure agreements signed by Air Force employees concerning the AG-Renu software to still be in effect. Please provide a nondisclosure agreement using the same language and I will forward them to any new employees we have working with the equipment. Concerning the sub-license agreement, this issue will need to be resolved with the contracting officer Mr. George Cromer. As I explained, it is necessary to use the existing contract as a basis for any modifications to the original agreement.

If there are any additional questions, I can be contacted at (660) 687-6809.

Sincerely,



KEVIN D. BAILEY, Captain, USAF

50

509 Contracting Squadron
850 Arnold Ave, Site 2
Whiteman AFB, MO 65305

PHONE (816) 687-5399
DSN 975-5399

FAX (816) 687-4822
DSN 975-4822

FAX

To: Bill Kish Fax: 201-589-0415

From: GEORGE A. CROMER Date: 12/31/97

Re: Sub License Agreement Pages: 3 INCLUDING COVER PAGE

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Please review the attached FAR Clause concerning Technical Data Rights. I would be willing to modify the contract which we purchased the composter under to incorporate this clause. This would give the company protection from the

12/31/97 DO NOT TRANSMIT CLASSIFIED INFORMATION OVER UNSECURED TELECOMMUNICATIONS SYSTEMS. OFFICIAL DOD TELECOMMUNICATIONS SYSTEMS ARE SUBJECT TO MONITORING. USE OF DOD TELECOMMUNICATIONS SYSTEMS CONSTITUTES CONSENT TO MONITORING

Government copying or reverse engineering the process. Your proposed sub license agreement has stipulations that at this time I cannot agree to. The proposed sublicense is conditioned upon the license agreement you signed with AG-Renu. I do not have a copy of that agreement, to know what it encompasses. Please call me at 816-687-5399 if you have questions.

252.227-7015 Technical Data--Commercial Items.

As prescribed in 227.7102-3, use the following clause:

TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions.

As used in this clause:

(1) "Commercial item" does not include commercial computer software.

(2) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(3) The term "item" includes components or processes.

(4) "Technical data" means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) License.

(1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that--

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.

(2) Except as provided in paragraph (b)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government shall not--

- (i) Use the technical data to manufacture additional quantities of the commercial items; or
- (ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure or permitted use is necessary for emergency repair or overhaul of the commercial items furnished under this contract.

(c) Additional license rights.

The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a special license agreement made part of this contract. The license shall enumerate the additional rights granted the Government in such data.

(d) Release from liability.

The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(End of clause)

DEPARTMENT OF THE AIR FORCE
509th CONTRACTING SQUADRON (ACC)
WHITEMAN AIR FORCE BASE , MISSOURI

8 AUG 1996

MEMORANDUM FOR : U.S. Department of Commerce
Commerce Business Daily
P.O. Box 5999
Chicago, IL 60680

FROM: 509 CONS/LGCV
850 Arnold Ave.
Whiteman AFB, MO 65305-5054

SUBJECT: Synopsis

1. P!!
2. 0808!!
3. 96!!
4. GPO391234!!
5. 65305-5054!!
6. W!!
7. 509th Contracting Squadron, 850 Arnold Ave, Whiteman AFB, MO 65305-5054!!
8. W-Lease In-Vessel Composter System!!
9. F23606 96 R0144!!
10. 091596!!
11. Contact Vicki Demkey, 816-687-5425/George A. Cromer, 816-687-5399!!
12. N/A!!
13. N/A!!
14. N/A!!

15. N/A!!

16. N/A!!

17. Whiteman AFB proposes to award a contract on a sole sole source basis to Spectraserve, 75 Jacobus Ave., S. Kearney, N.J. 07032, for a lease with the option to buy, a computer automated in-vessel compost system. Compost system was installed and tested under the Air Force Management Equipment Program (MEEP) at Whiteman AFB. See Numbered Note 22.*****

5
i

GEORGE A. CROMER
Contracting Officer

509th Contracting Squadron
850 Arnold Ave, Site 2
Whiteman Air Force Base, Missouri 65305-5054

Fax Cover Sheet

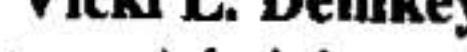
DATE: Tuesday, June 18, 1996 **TIME:** 10:18 AM
TO: Bill Kish **PHONE:** 201-589-0277
Spectraserv **FAX:** 201-589-0415
FROM: Vicki L. Demkey, DAFC
509th Contracting Squadron **PHONE:** (816) 687-5425
 FAX: (816) 687-5418
RE: 30 day lease Purchase Order
CC:

Number of pages including cover sheet: 5

Message

Bill- If you have any questions please feel free to contact me

THANKS!!


Vicki L. Demkey
Contract Administrator

REQUEST FOR QUOTATION: F75CES60240100 96Q0378

25 Jan 1996

509 CONS/LGCV
850 Arnold Ave.
Whiteman AFB, MO 65305

P.O.C. Vicki L. Demkey, 816-687-5425, FAX: 816-687-5418

Service, Non-Personal:

Request leasing an In-Vessel Composting System (without operator) that has been tested through the Management Equipment Evaluation Program (MEEP). This system is composed of the following components:

One compost reactor
One rock line assembly
One Air System
One Power Distribution Pack
One Computer System
One Reel Augie Mixer

The system must be able to produce Humus from organic waste materials in or about 72 hours. The system must be self-contained, and require no special permits to operate. The system must comply with all Federal, State and Local laws and regulations.

This lease is to be for a period of 60 days, comprised of the months February and March 1996.

Cost per month for the lease of this system. \$ _____ per month \$ _____ total for two months

Signed _____



75 JACOBUS AVE, SO. KEARNY, N.J. 07032 (201)589-0277

December 4, 1997

Mr. George Cromer
Contracting
Whiteman AFB, MO

Re: Sub-License Agreement.

Dear George:

As per Capt. Bailey's letter of Nov. 14 and our conversation, I am forwarding to you the enclosed Sub-License Agreement for your signature. Please sign and fax a copy to me at your earliest convenience.

Very truly yours,
Spectraserv Inc.

A handwritten signature in black ink, appearing to read "William Kish".

William Kish
Director, Technical Services

EXHIBIT C

This sub-license agreement shall be subject to all the terms and conditions of the License Agreements between SPECTRASERV and Ag Renu, Inc./ McCusker Engineering Inc./ Armin Mesker (Technology Owners), including, but limited to, cancellation. Said License Agreements are incorporated herein by reference.

All composting system hardware including, but not limited to, the composting vessel, computer hardware, process control hardware, aeration blower, instrument boom, hydraulic power system, and support rack lines are sold or leased by SPECTRASERV to WHITEMAN AFS.

All composting vessel and computer hardware designs, drawings, prints, data and other information as well as all computer software (including, but not limited to machine code) and designs furnished at any time by SPECTRASERV to WHITEMAN AFS under this agreement, as well as all copies of them made by WHITEMAN AFS shall be and remain the sole property of the respective Technology owners of that material and shall be deemed to have been loaned to WHITEMAN AFS only for the limited purpose specified above. All such hardware drawings, prints, data, software and other information supplied at any time by SPECTRASERV to WHITEMAN AFS under this Agreement, as well as all copies of them made by WHITEMAN AFS with the prior written consent of SPECTRASERV, shall be delivered to SPECTRASERV within three (3) days after termination of the SUB-LICENSE AGREEMENT executed between SPECTRASERV and WHITEMAN AFS.

The foregoing obligations shall survive in full force and effect notwithstanding the termination, for any reason, of this Agreement. Such provisions may be enforced by SPECTRASERV or Technology Owners by injunctive and any other equitable relief.

Nothing contained in this Agreement or in any disclosures made under its terms shall be construed to grant to WHITEMAN AFS other rights in or to the material so disclosed or made available hereunder, or any copyright, patent, trade mark, service mark or the like issued with respect to such material.

While this Agreement is in effect and upon the termination of this Agreement, regardless of cause, WHITEMAN AFS shall not and will not for a period of five (5) years after the date of such termination reverse engineer or permit any third party to reverse engineer any hardware manufactured by Technology Owners and/or reverse engineer or permit any third

party to reverse engineer any software or machine code written by Technology Owners, nor shall WHITEMAN AVE directly or indirectly own, operate, engage in, control through stock or otherwise, work for, advise or represent in any capacity any business which is competitive with SPECTRASERV or Technology Owners in the United States of America or in any other country.

- i. You shall use copies of the attached Non-Disclosure/Non-Compete form and obtain signed forms from each person associated with the composting system and forward these to SPECTRASERV on a regular basis.

MEMORANDUM

To: File
From: Bill Kish *wl*
Date: October 1, 1997
Re: Sub-license and non-compete documents

Placed a call to Steve Brockman, on Sept. 29th, in regards to the paperwork that has been outstanding since Oct. 1996. Left message on Steve's voice mail. At the same time I called Ken Nugent about the paperwork. Ken had informed me in May that the paperwork was being reviewed by legal. Ken's secretary said Ken was in a meeting. I told her I was calling to find the status of the sub-license and non-compete paperwork for the compost system. Ken returned my call on Sept. 30, and again informed me that legal still was reviewing the paperwork. I asked Ken for the contact person in legal. He gave to me Maj. McRay(sp.) name. I contacted Maj. McRay and was informed by him that he had only received the paperwork on Sept. 29 and that this was the first time he had seen it. I explained that the paperwork was given to Steve Brockman on Oct. 1, 1996 and the efforts that Spectraserv has put forth to resolve this issue. He said he would review it as quickly as possible.

Steve Brockman returned my phone call from Sept. 28 on Sept. 30. Steve also gave me Maj. McRay as the POC. I told Steve that I had talked to the Major on the 29th.

SPECTRASERV

75 JACOBUS AVE, SO. KEARNY, N.J. 07032 (201)589-0277

May 12, 1997

**Mr. Ken Nugent
509 CES/CEV
930 Arnold Ave., Suite 101
Whiteman A.F.B., MO. 65395-5002**

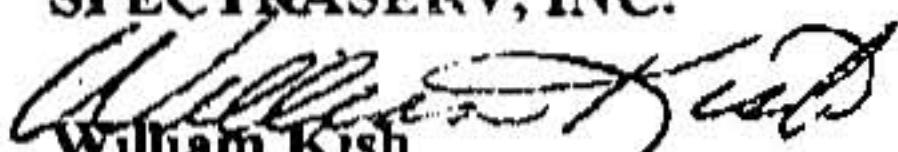
Re: Compost System Sub-License and Non-Compete Paperwork**Dear Ken:**

It was a pleasure meeting with you at Whiteman during the relocation of the compost system to the new composting area. The new composting area is one of the most complete sites that I have seen. Frank Peoples and Steve Brockman have put a tremendous amount of effort into the site.

It was also good to hear that the sub-license and non- compete language that we had sent to Steve Brockman in Oct. of 1996 was being reviewed by the base legal department. Your assistance in this matter is greatly appreciated. This matter needs to be resolved as soon as possible.

I look forward to working with you in the future. Should you have any questions or a need for additional information, contact me at (610) 367-7266.

Very truly yours,
SPECTRASERV, INC.


William Kish
Director, Technical Services

SPECTRASERV

75 JACOBUS AVE. SO. KEARNY, N.J. 07032 (201)589-0277

February 5, 1997

**Mr. Steve Brockman
509 CES/CEV RRRP
930 Arnold Avenue, Suite 101
Whiteman AFB, MO. 65305-5002**

Re: Lease to Purchase Proposal

Dear Steve:

As per our phone conversation of Feb. 4, 1997 please find enclosed a purchase through a lease mechanism proposal for the procurement of a Spectraserv In-Vessel Reactor and pertinent ancillary equipment and services. The proposal will give you the ability, as you mentioned, of utilizing 3080 funding. It should be noted that upon execution it will take 12-14 weeks for the delivery and installation of the equipment.

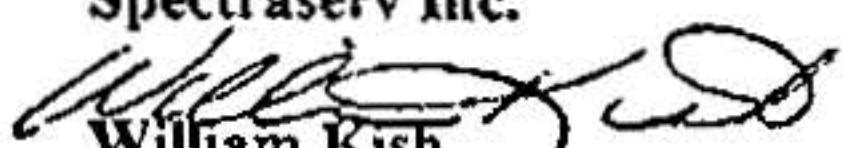
As noted in the attached proposal Whiteman can execute the purchase provision for the equipment, no later than the 24 months of the agreement. During the term of the lease to purchase arrangement, Whiteman AFB will follow the standard operations and maintenance procedures and be responsible for the risk of loss or damage to the equipment. Spectraserv looks forward to working with you to answer any questions you may have on this proposal.

Spectraserv also looks forward to the installation of the existing equipment in the new compost building. In order to schedule the necessary personnel to accomplish this, we need to confirm the date that this will take place. Hopefully this date can be determined next week.

In addition to the installation, we would appreciate your assistance in the execution of the Non-Compete/ Non-Disclosure documents that were forwarded to you on Oct. 1, 1996. These documents should be executed by yourself, Frank Peoples and all other AF or contractor personnel who have significant operational contact with the composting system.

As always it was a pleasure talking to you and I look forward to seeing you at Whiteman.

Very truly yours,
Spectraserv Inc.



William Kish
Director, Technical Services



Water, Waste Water and Sludge Services



75 JACOBUS AVE., SO. KEARNY, N.J. 07032 (201) 589-0277

October 1, 1996

Mr. Steve Brockman
509 CES/CEV RRRP
930 Arnold Avenue, Suite 101
Whiteman AFB, MO 65305-5002

Re: DOD Sub-License, Non-Disclosure and Non-Compete Agreements

Dear Steve:

Enclosed please find the DOD Sub-License and DOD Non-Disclosure and Non-Compete Agreements for the Spectraserv In-Vessel Composting System. These Agreements must be executed upon the purchase of the reactor drum(s). The Sub-License Agreement should be executed by either yourself or other appropriate supervisory personnel at the Whiteman AFB.

The Non-Disclosure and Non-Compete Agreement should be executed by yourself, Frank Peoples of Mancon and all other AF or contractor personnel who have significant operational contact with the composting technology. This Agreement should be updated to reflect any changes in personnel involved in the operation of the composting system.

Please forward the executed Agreements to my attention at our Kearny, NJ office. If you have any questions concerning this matter, feel free to contact Bill or I.

Very truly yours,
Spectraserv Inc.

A handwritten signature in black ink, appearing to read "Frank Senske".

Frank Senske, P.E.
Vice President
Technical Services

cc: Bill Kish

SPECTRASERV IN-VESSEL COMPOST SYSTEM
DOD NON-DISCLOSURE AND NON-COMPETE AGREEMENT

In my capacity as an Employee/Agent of _____, I agree that I shall not disclose any of the confidential and proprietary information (the "Proprietary Information"), defined herein below, to any other party for any reason or purpose whatsoever without the prior written consent of SPECTRASERV INC. and said third party owning the Proprietary Information. I shall promptly return, upon request by SPECTRASERV INC. or any such third party owner, all such Proprietary Information without making copies thereof. I agree to the above restrictions both during my employment and/or association with _____ and for a five (5) year period thereafter.

Proprietary Information is defined as, but is not limited to, trade secrets, design, materials and other specifications, test results, know-how, inventions, techniques, processes, programs, drawings, prints, schematics, hardware, software, data, formulae, sales and marketing plans and other material relating to the composting system to be provided hereunder which are owned by SPECTRASERV INC. or which are owned by any third parties who have made confidential disclosures to or on behalf of SPECTRASERV INC. Such third parties shall include, but are not limited to, AG-RENU, INC., McCUSKER ENGINEERING INC. and ARMIN MESKER. All such information whether written or verbal, shall be considered Proprietary Information even if not so marked.

I further agree for the consideration recited above, which I acknowledge is adequate and sufficient for the purposes hereinafter set forth, that during my employment and or my association with _____ and upon the termination of my employment and or association with _____, regardless of cause, I shall not and will not reverse engineer or permit any third party to reverse engineer any Proprietary Information owned by SPECTRASERV INC. or any of the above mentioned third parties. In addition, I shall not compete with SPECTRASERV INC. or any of the above mentioned third parties, in addition, nor shall I directly or indirectly own, operate, engage in, control through stock or otherwise, work for, advise or represent in any capacity any business, located in the United States of America or in any other country, which is competitive with SPECTRASERV INC. or any of the above mentioned third parties.

NAME: _____

DATE: _____

SPECTRASERV INC. IN-VESSEL COMPOST SYSTEM
DOD SUB-LICENSE AGREEMENT

This sub-license agreement shall be subject to all the terms and conditions of the License Agreements between SPECTRASERV INC. and Ag-Renu, McCusker Engineering Inc.,/Armin Mesker (Technology Owners), including, but not limited to, cancellation. Said License Agreements are incorporated herein by reference.

All composting system hardware and software including, but not limited to, the composting vessel, computer hardware, and software process control hardware, aeration blower, instrument boom, hydraulic power system, and support rack lines are sold or leased by SPECTRASERV INC. to _____.

All composting vessel and computer hardware designs, drawings, prints, organic recipes, data and other information as well as all computer software (including, but not limited to machine code) and designs furnished at any time by SPECTRASERV INC. to _____ under this Agreement, as well as all copies of them made by _____ shall be and remain the sole property of the respective Technology owners of that material and shall be deemed to have been loaned to _____ only for the limited purpose specified above. All such hardware drawings, prints, organic recipes, data, software and other information supplied at any time by SPECTRASERV INC. to _____ under this Agreement, as well as all copies of them made by _____ with the prior written consent of SPECTRASERV INC., shall be delivered to SPECTRASERV INC.. within three (3) days after termination of the SUB-LICENSE AGREEMENT executed between SPECTRASERV INC. and _____.

_____ may use the software only on a specific computer composting database system installed at the site. The software must remain installed on the respective computer composting database system on which they are originally installed.

_____ may not remove the software from the computer composting database system, license, sub-license, copy, rent, lease, transfer, modify, merge, translate, disassemble, decompile, reverse engineer, analyze, create derivative works or assign this software.

SPECTRASERV INC. IN-VESSEL COMPOST SYSTEM
DOD SUB-LICENSE AGREEMENT
Page Two

The foregoing obligations shall survive in full force and effect notwithstanding the termination, for any reason, of this Agreement. Such provisions may be enforced by SPECTRASERV INC. or Technology Owners by injunctive and any other equitable relief.

Nothing contained in this Agreement or in any disclosures made under its terms shall be construed to grant to other rights in or to the material so disclosed or made available hereunder, or any copyright, patent, trade mark, service mark or the like issued with respect to such material.

While this Agreement is in effect and upon the termination of this Agreement, regardless of cause, shall not and will not for a period of five (5) years after the date of such termination reverse engineer or permit any third party to reverse engineer any hardware manufactured by Technology Owners and/or reverse engineer or permit any third party to reverse engineer any software or machine code written by Technology Owners, nor shall directly or indirectly own, operate, engage in, control through stock or otherwise, work for, advise or represent in any capacity any business which is competitive with SPECTRASERV INC. or Technology Owners in the United States of America or in any other country.

FACILITY: _____

BY: _____

DATE: _____

AX

Hilton Business Center
200 S. Alamo
San Antonio, TX 78205

Date 8/21/96
Number of pages including cover sheet 4

To:

Arlene
509 Contract
Whiteman AFB

From:

F. Senske
Spectraserv

Phone _____
Fax Phone (816) 657 5412
CC: _____

Phone (210) 226-4835
Fax Phone (210) 226-4123

REMARKS:

Urgent For your review Reply ASAP Please comment

Please find enclosed executed contract order.

Any questions, please contact Bill Kish

This week at (210) 222-1400. Thanks,

Frank

78

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLDGS 12, 17, 23, 24 & 30	<input type="checkbox"/> 1. REQUISITION NUMBER] PAGE 1 OF 3 <input type="checkbox"/> 1. SEE SCHEDULE]
CONTRACT NO.] 13. AWARD/EFFECTIVE DATE] 4. ORDER NUMBER 360696M8147] 96 AUG 14]	<input type="checkbox"/> 5. SOLICITATION NUMBER] 6. SOLICITATION]] ISSUE DATE FOR SOLICITATION] a. NAME INFORMATION CALL]
ISSUED BY 409TH CONTRACTING SQUADRON 350 ARNOLD AVE SITE 2 WHITEMAN AFB MO 65305-5854 DEMKEY VICKI SERVICES 816 687-5425	<input type="checkbox"/> 10. THIS ACQUISITION IS]] UNRESTRICTED] DESTINATION UNLESS]] SET ASIDE 8000% FOR BLOCK IS MARKED .000 % 00 DAYS]] SMALL BUSINESS]] SEE SCHEDULE] NET 30]] SMALL DISADV BUS]] 113a. THIS CONTRACT IS A RATED ORDER]] 8(A)] UNDER DFAS (15 CFR 700)]] SIC:]] SIZE STANDARD:]] 113b. RATING]] 114. METHOD OF SOLICITATION]] 111 RFQ 111 IFB 111 BEP
DELIVER TO BASE CIVIL ENGINEER MRK FOR: F75CES F23606 96M8147 30 ARNOLD STE 101 BLD 705 WHITEMAN AFB MO 65305	<input type="checkbox"/> 115. ADMINISTERED BY]] SEE BLOCK 9
CONTRACTOR/OFFEROR CODE] 0NUK255] FACILITY CODE]	<input type="checkbox"/> 118a. PAYMENT WILL BE MADE BY] F75CES]] DAD DE WHITEMAN FS]] MRK FOR: F75CES F23606 96M8147]] 555 MITCHELL AVE SUITE 212]] WHITEMAN AFB MO 65305-5260
SPECTRASERVE 75 JACOBUS AVENUE S. KEARNEY NJ 07032 TELEPHONE NO. 201-589-8277	<input type="checkbox"/> 117b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 118b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK]] BELOW IS CHECKED] SEE ADDENDUM
19.] 20.] ITEM NO.] SCHEDULE OF SUPPLIES/SERVICES	21.] 22.] 23.] 24.] QUANTITY] UNIT] UNIT PRICE AMOUNT

THIS CONFIRMS ORDER PLACED WITH BILL KISH ON 26 AUG 14

THIS CONFIRMS ORDER PLACED WITH BILL RISH ON 96 MAR 14
DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT ****

SEE ATTACHED SCHEDULE(S)

SEE ATTACHED
ITEMS: 2

DELIVER TO EOB POINT BY: 96 SEP 30

REF ID: A62122
ACROSS THE TOP: RELEASED TO FWS-FORUM BY PDPC 30
326. TOTAL AWARD AMOUNT (for Govt. Use Only)
] 20516.00
ACROSS THE BOTTOM: ACCOUNTING AND APPROPRIATION DATA
63488 305 7888 234424 01 47315 677100 A89118 596-1145

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

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.

329. AWARD OF CONTRACT: REFERENCE 96Q1146. YOUR OFFER ON OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH ARE NOT ATTACHED.

3. SIGNATURE OF OFFEROR/CONTRACTOR

131a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

3. NAME AND TITLE OF SIGNER (TYPE OR PRINT)] 30c. DATE SIGNED] 31b. NAME OF CONTRACTING OFFICER (TYPE/PRINT)] 31c. DATE SIGNED
]]]
]]] GEORGE B. CROMER]]]

1. QUANTITY IN COLUMN 21 HAS BEEN] 33. SHIP NUMBER] 34. VOUCHER NUMBER] 35. AMOUNT VERIFIED
]]] CORRECT FOR

I RECEIVED INSPECTED ACCEPTED AND CONFORMS TO THE
CONTRACT, EXCEPT AS NOTED PARTIAL FINAL
135 PAYMENT 137. CHECK NUMBER:

31. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE 32C. DATE
33. APPROVAL DATE 34. PERIOD 35. PERIOD
36. S/R ACCOUNT NUMBER 37. S/R VOUCHER NUMBER 38. PAID BY
39.] 40.] 41.]

342a. RECEIVED BY (PRINT)
[]
I CERTIFY THIS ACCOUNT IS CORRECT AND DUE PAYMENT.

142b.RECEIVED AT (LOCATION)]
141c.DATE]
1. SIGNATURE AND TITLE OF CERTIFYING OFFICER]

3 342c.DATE REC'D YY/MM/DD 342d.TOTAL CONTAINERS 3
3 1 3

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------------	----------	------	------------	--------

DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT *

"PURCHASE ORDER CLAUSES"

52.252-2	CLAUSES INCORPORATED BY REFERENCE	(JUN 1988)
	THIS PURCHASE ORDER INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.	
I	FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES	
52.203-3	GRATUITIES	(APR 1984)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	(MAY 1995)
52.222-3	CONVICT LABOR	(APR 1984)
52.222-26	EQUAL OPPORTUNITY	(APR 1984)
52.222-40	SERVICE CONTRACT ACT OF 1965, AS AMENDED--CONTRACTS OF \$2,500 OR LESS	(MAY 1989)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(APR 1989)
52.232-25	PROMPT PAYMENT	(APR 1989)
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	(APR 1989)
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	(APR 1984)
52.246-16	RESPONSIBILITIES FOR SUPPLIES	(APR 1984)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE [ORDERS EXCEEDING \$2,500]	(APR 1984)
52.219-8	UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERN [ORDERS EXCEEDING \$2,500] (FEB 1998) [ORDERS EXCEEDING \$2,500]	
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS [ORDERS EXCEEDING \$10,000]	(APR 1984)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS [ORDERS EXCEEDING \$2,500]	(APR 1984)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED [ORDERS EXCEEDING \$2,500]	(MAY 1989)
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES [ORDERS EXCEEDING \$2,500]	(MAY 1989)

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4), THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:

IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS
----------------	-------------------------------

"ADDITIONAL GENERAL PROVISIONS" THESE PROVISIONS APPLY IF INCORPORATED BY MODIFICATION OR IF CONTRACTOR'S ACCEPTANCE IS OBTAINED IN BLOCK 16 OF THE DD FORM 1155—PURCHASE ORDER

52.243-1	CHANGES—FIXED PRICE	(AUG 1987)
52.232-23	ASSIGNMENT OF CLAIMS	(JAN 1986)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOV'T	(APR 1984)
52.249-8	DEFAULT (FIXED-PRICE, SUPPLY/SERVICE)	(APR 1984)

CONTRACTOR SHALL SUBMIT A PROPER INVOICE IN FOUR (4) COPIES TO THE ACCOUNTING AND FINANCE OFFICE INDICATED IN BLOCK 18A OF THE DD FORM 1155. A PROPER INVOICE MUST SHOW THE PURCHASE/DELIVERY ORDER NUMBER CLEARLY ON ITS FACE.

REMITTANCE ADDRESS IS THE SAME AS CONTRACTOR'S ADDRESS IN BLOCK #17A.

101	H835981V1	F75CES62270100	1	EA	16296.1800	16296.18
-----	-----------	----------------	---	----	------------	----------

PRI: 88

(CONTINUED)

80

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------------	----------	------	------------	--------

THIS CONFIRMS ORDER PLACED WITH BILL KISH ON 96 AUG 14
 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

LEASE OF INVESSEL COMPOSTING SYSTEM
 SERVICES, NON-PERSONAL: LEASE OF
 INVESSEL COMPOSTING SYSTEM EFFECTIVE
 28 AUG 1996 THROUGH 30 SEP 1996 WITH
 ONE INVESSEL COMPOSTING REACTOR SYSTEM
 & APPURTENANCES INCLUDING REACTOR DRUM

AERATION SYSTEM, HYDRAULIC POWER DISTRIBUTION, RACK LINE ASSEMBLY, PROCESS CONTROL SYSTEM, (HARDWARE AND SOFTWARE)
 FEE FOR THIS LEASE IS TO BE \$16296.18.
 P.O.C. FOR THIS WILL BE STEVE BROCKMAN,
 816-587-6243.

002 W035901VI F75CES62270101 1 EA 4219.8200 4219.82

PRI: 00

LEASE OF INVESSEL COMPOSTING SYSTEM
 EFFECTIVE 28 AUG 1996 LEASE OF REEL
 AUGIE MIXER FOR THE INVESSEL COMPOSTING

SYSTEM. COST FOR THIS LEASE WILL BE
 \$4219.82. P.O.C. FOR THIS WILL BE STEVE
 BROCKMAN, 816-587-6243.

But-Out Figures for the Composting System
 Reel Augie \$197,900.
 \$9,853.00

SPECTRASERV, INC.

75 Jacobus Avenue
S. Kearny, N.J. 07032
(201) 589-0277

TELECOPIER COVER SHEET

DATE:

July 23, 1996

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME:	<u>Vicki Denley</u>
COMPANY:	<u>Contracting</u>
CITY:	
FAX#:	<u>816-687-5412</u>

FROM:	<u>Bill Kish</u>
FAX Number:	<u>(201) 589-0415</u>

TOTAL PAGES INCLUDING COVER:

Reference:

Comments:Here it is!Bill

PLEASE NOTE: The information contained in this facsimile message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by telephone: 201-589-0277. Thank you.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM				<input type="checkbox"/> 1. REQUISITION NUMBER	PAGE 1 OF 3
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				<input type="checkbox"/> 2. SEE SCHEDULE	
CONTRACT NO. 13. AWARD/EFFECTIVE DATE] 4. ORDER NUMBER				<input type="checkbox"/> 5. SOLICITATION NUMBER	6. SOLICITATION
236P96M8132] 96 JUL 19]				<input type="checkbox"/> 7. ISSUE DATE	
FOR SOLICITATION] a. NAME				<input type="checkbox"/> 8b. TELEPHONE NUMBER	8. OFFER DUE
INFORMATION CALL]				<input type="checkbox"/> 9. DATE/LOCAL TIME	
ISSUED BY 509TH CONTRACTING SQUADRON 850 ARNOLD AVE SITE 2 WHITEMAN AFB MO 65305-5254 DEMKEY VICKI SERVICES 816 687-5425				<input type="checkbox"/> 10. THIS ACQUISITION IS UNRESTRICTED] 11. DESTINATION UNLESS] 12. DISCOUNT TERMS] 13. SEE SCHEDULE] 14. SMALL BUSINESS] 15. SMALL DISADV BUS] 16. 8(A)] 17. SIC:] 18. SIZE STANDARD:] 19. 13b. RATING] 20. 14. METHOD OF SOLICITATION] 21. 15. RFP] 22. 16. IEB] 23. 17. RFP	
DELIVER TO BASE CIVIL ENGINEER MRK FOR: F75CES F23606 96M8132 930 ARNOLD STE 101 BLD 705 WHITEMAN AFB MO 65305				<input type="checkbox"/> 16. ADMINISTERED BY] 17. SEE BLOCK 9	
a. CONTRACTOR/OFFEROR CODE] BNUH255	b. FACILITY CODE]	c. TELEPHONE NO. 201-589-8277	d. 18a. PAYMENT WILL BE MADE BY DAO DE WHITEMAN FS MRK FOR: F75CES F23606 96M8132 555 MITCHELL AVE SUITE 212 WHITEMAN AFB MO 65305-5250	e. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK B BELOW IS CHECKED] 19. SEE ADDENDUM	f. 18c. 1E75CES
19. ITEM NO.]	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

THIS CONFIRMS ORDER PLACED WITH BILL KISH ON 96 JUL 19

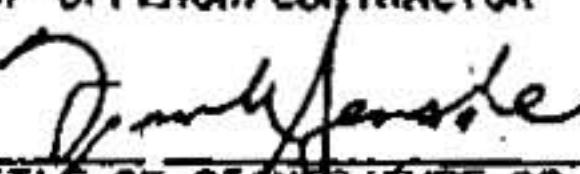
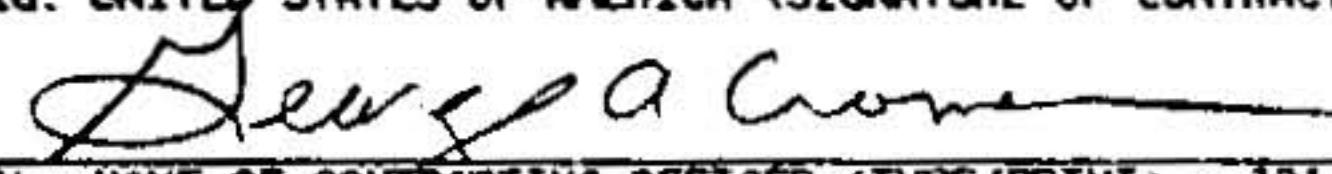
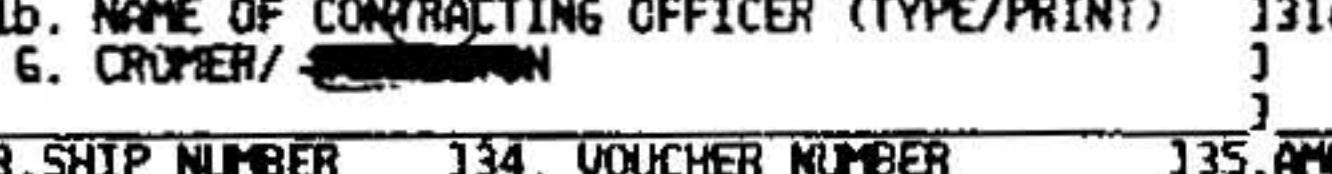
* DO NOT DUPLICATE SHIPMENT *

SEE ATTACHED SCHEDULE(S)

ITEMS: 2

DELIVER TO FOB POINT BY: 96 AUG 19

5. ACCOUNTING AND APPROPRIATION DATA 5763488 386 7888 231124 01 47315 E77100 W/O 89118 S-1053	126. TOTAL AWARD AMOUNT (for Govt. Use Only) 14654.00
127a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 and 52.212-5 ARE ATTACHED ADDENDA] 1 ARE 127b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 is attached ADDENDA] 1 ARE	127c. ARE NOT ATTACHED 128.] 1 ARE NOT ATTACHED
129. 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.	130. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

a. SIGNATURE OF OFFICER/CONTRACTOR 	131a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	131c. DATE SIGNED	
b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Frank Senske, Vice President	130c. DATE SIGNED 07/23/96	131b. NAME OF CONTRACTING OFFICER (TYPE/PRINT) G. CROMER/ 	131d. DATE SIGNED
c. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	133. SHIP NUMBER	134. VOUCHER NUMBER	135. AMOUNT VERIFIED CORRECT FOR
133. SHIP NUMBER	134. VOUCHER NUMBER	135. AMOUNT VERIFIED CORRECT FOR	
136. PAYMENT	137. CHECK NUMBER		
138. S/R ACCOUNT NUMBER	139. S/R VOUCHER NUMBER	140. PAID BY	
142a. RECEIVED BY (PRINT)	142b. RECEIVED AT (LOCATION)	142c. DATE REC'D YY/MM/DD	142d. TOTAL CONTAINERS
a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			
b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	141c. DATE		

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------------	----------	------	------------	--------

THIS CONFIRMS ORDER PLACED WITH BILL KISH ON 96 JUL 19
 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

"PURCHASE ORDER CLAUSES"

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)
 THIS PURCHASE ORDER INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.

I FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.203-3 GRATUITIES (APR 1984)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)

52.222-3 CONVICT LABOR (APR 1984)

52.222-26 EQUAL OPPORTUNITY (APR 1984)

52.222-40 SERVICE CONTRACT ACT OF 1965, AS AMENDED--CONTRACTS OF \$2,500 OR LESS (MAY 1989)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

52.232-25 PROMPT PAYMENT (APR 1989)

52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

52.246-16 RESPONSIBILITIES FOR SUPPLIES (APR 1984)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE [ORDERS EXCEEDING \$2,500] (APR 1984)

52.219-8 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERN [ORDERS EXCEEDING \$2,500] (FEB 1990) [ORDERS EXCEEDING \$2,500]

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS [ORDERS EXCEEDING \$10,000] (APR 1984)

52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS [ORDERS EXCEEDING \$2,500] (APR 1984)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED [ORDERS EXCEEDING \$2,500] (MAY 1989)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRSES [ORDERS EXCEEDING \$2,500] (MAY 1989)

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4), THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:

IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS 8 MONETARY WAGE-FRINGE BENEFITS

"ADDITIONAL GENERAL PROVISIONS" THESE PROVISIONS APPLY IF INCORPORATED BY MODIFICATION OR IF CONTRACTOR'S ACCEPTANCE IS OBTAINED IN BLOCK 15 OF THE DD FORM 1155--PURCHASE ORDER

52.249-1 PAYMENT--FIXED PRICE (AUG 1987)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOV'T (APR 1984)

52.249-8 PAYMENT--FIXED-PRICE, SUPPLY/SERVICE (APR 1984)

CONTRACTOR SHALL SUBMIT A PROPER INVOICE IN FOUR (4) COPIES TO THE ACCOUNTING AND FINANCE OFFICE INDICATED IN BLOCK 15 OF THE DD FORM 1155. A PROPER INVOICE MUST SHOW THE PURCHASE/DELIVERY ORDER NUMBER CLEARLY ON ITS FACE.

REMITTANCE ADDRESS IS THE SAME AS CONTRACTOR'S ADDRESS IN BLOCK #17A.

301	W035901V1	F75CES62000200	1	EA	10654.0000	10654.00
-----	-----------	----------------	---	----	------------	----------

PRI: 08

(CONTINUED)

84

SUPPLIES/SERVICES **QUANTITY** **UNIT** **UNIT PRICE** **AMOUNT**

THIS CONFIRMS ORDER PLACED WITH BILL KISH ON 96 JUL 19
DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

LEASE OF INVESSEL COMPOSTING SYSTEM
SERVICES, NON-PERSONAL: LEASE OF IN-
VESSEL COMPOSTING SYSTEM EFFECTIVE
19 JULY 1996 THROUGH 19 AUG 1996 WITH
ONE INVESSEL COMPOSTING REACTOR SYSTEM &
APPURTEANCES INCLUDING REACTOR DRUM

AERATION SYSTEM, HYDRAULIC POWER DISTRIBUTION, RACK LINE ASSEMBLY, PROCESS CONTROL SYSTEM, (HARDWARE AND SOFTWARE). FEE FOR THIS LEASE IS TO BE \$10,654.00. P.O.C FOR THIS PURCHASE IS STEVE BROCKMAN, 687-6243.

582 4035901U1 F75CE562000201 1 EA 4900.0000 4800.0000
j.
PRI: 88

PRI: 98

LEASE OF INVESSEL COMPOSTING SYSTEM
SERVICES, NON-PERSONAL: EFFECTIVE
19 JUL 1996 FOR THE PERIOD THROUGH
19 AUG 1996 LEASE OF REEL AUGIE MIXER
FOR THE INVESSEL COMPOSTING SYSTEM.
COST FOR THIS LEASE WILL BE \$4800.00.
P.O.C. FOR THIS WILL BE STEVE BROCKMAN.

687-6243.

BUYOUT FIGURES:

COMPOSTER: #291563.00

REEL AUGIE: \$11,685.98

Frank Senske, Vice President

07/23/96

(END PAGE)

85

JUL-20-96 TUE 10:40
JUL-23-96 TUE 11:50

509 LONS WHITEMAN AFB
SPECTRASERV INC

FAX NO. 8166875412
FAX NO. 2015890415

P.01
P.05

ORIGINAL INVOICE

Attn: Art Kincaid

SPECTRASERV

75 JACOBUS AVE., SO. KEARNY, N.J. 07032
TEL. (201) 589-0277 FAX (201) 589-0415

No.

13515

DATE July 23, 1996

CUSTOMER #

DAO DE WHITEMAN FS CODE P75CES
MRK FOR: P75CES F23606 9608894
SOLD 555 Mitchell Ave. - Suite 212
TO WHITEMAN AFB, MO 65305-5260

Base Civil ENGINEER
MRK FOR: P75CES F23606 9608894
930 Arnold Ste. 101 Bldg. 705
Whiteman AFB, MO 65305

ATT: Vicki Denkey

OUR PROJECT NO.	YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	Prod. w/CPL
BK717/18			NET 30 DAYS		

DESCRIPTION	UNIT PRICE	AMOUNT
Composting Services July 17-18, 1996		977.00
Spectraserve 201-589-0277		
Confirmed IMPAc Payment to Vickey Bill Kish 7/30/96 A. Kincaid		
Bill Kish		
SUBTOTAL	977.00	
TAX		
TOTAL	977.00	

"Seller represents that with respect to the production of the articles and/or the services covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

SPECTRASERV, INC.
75 Jacobus Avenue
S. Kearny, N.J. 07032
(201) 589-0277

TELECOPIER COVER SHEET

DATE: June 18, 1996

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME:	<u>Vicki Denkey, DAFC</u>
COMPANY:	<u>509th Contracting Sqaud</u>
CITY:	<u>White man AFB</u>
FAX#:	<u>(816) 687-5418</u>

FROM:	<u>Bill Kid</u>
FAX Number:	<u>(201) 589-0415</u>

TOTAL PAGES INCLUDING COVER:

Reference: June/July Lease

Comments: Please find the enclosed signed
Paperwork.

Bill

PLEASE NOTE: The information contained in this facsimile message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by telephone: 201-589-0277. Thank you.

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------------	----------	------	------------	--------

DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

"PURCHASE ORDER CLAUSES"

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)
THIS PURCHASE ORDER INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.

I FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.293-3 GRATUITIES (APR 1984)

52.284-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER

52.222-3 CONVICT LABOR (MAY 1988)

52.222-26 EQUAL OPPORTUNITY (APR 1984)

52.222-48 SERVICE CONTRACT ACT OF 1965, AS AMENDED--CONTRACTS OF \$2,500 OR LESS (MAY 1984)

52.232-1 PAYMENTS (APR 1984)

52.232-6 DISCOUNTS FOR PROMPT PAYMENT (APR 1984)

52.232-25 PROMPT PAYMENT (APR 1984)

52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

52.246-16 RESPONSIBILITIES FOR SUPPLIES (APR 1984)

52.219-5 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APR 1984)
ORDERS EXCEEDING \$2,500

52.219-6 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNING ORDERS EXCEEDING \$2,500 (APR 1984)
ORDERS EXCEEDING \$2,500

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VETERAN ERA VETERANS (ORDERS EXCEEDING \$10,000) (APR 1984)

52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
ORDERS EXCEEDING \$2,500

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1988)
ORDERS EXCEEDING \$2,500

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (ORDERS EXCEEDING \$2,500) (MAY 1989)

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4). THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEE EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5342.

THIS STATEMENT IS FOR INFORMATION ONLY;

IT IS NOT A PAY DETERMINATION.

EMPLOYEE CLASS MONETARY RATE-FRAME BENEFITS

ADDITIONAL GENERAL PROVISIONS: THESE PROVISIONS APPLY IF INCORPORATED BY MODIFICATION OR IF CONTRACTOR'S ACCEPTANCE IS OBTAINED IN BLOCK 16 OF THE DD FORM 1155--PURCHASE ORDER

52.243-1 CHARGE-FIXED PRICE (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS (JUN 1988)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVT (APR 1984)

06718791 (FIXED PRICE SERVICE) (APR 1984)

CONTRACTOR SHALL SUBMIT A PROPER INVOICE IN FOUR (4) COPIES TO THE ACCOUNTING AND FINANCE OFFICE INDICATED IN BLOCK 12 OF THE DD FORM 1155. A PROPER INVOICE MUST SHOW THE PURCHASE/DELIVERY ORDER NUMBER CLEARLY ON ITS FACE.

REMITTANCE ADDRESS IS THE SAME AS CONTRACTOR'S ADDRESS IN BLOCK #19.

403599101

F75CES61890290

1

EA

18654.0000

18654.00

PRI: 48

{ CONTINUED }

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------------	----------	------	------------	--------

CONT'D)

THIS CONFIRMS ORDER PLACED WITH BILL KISH ON 96-JUN-14
 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

LEASE OF INVESEL COMPOSTING SYSTEM
 EFFECTIVE 16 JUNE 1996 LEASE OF INVESEL
 COMPOSTING SYSTEM WITH ONE INVESEL COM-
 POSTING REACTOR SYSTEM AND APPURTENANCES
 INCLUDING REACTOR DRUM, AERATION SYSTEM,
 HYDRAULIC POWER DISTRIBUTION PACK, RACK

LINE ASSEMBLY, PROCESS CONTROL SYSTEM,
 (HARDWARE AND SOFTWARE). FEE FOR THIS
 LEASE IS TO BE \$28,634.00 FOR THE
 PERIOD OF 16 JUNE 1996 THROUGH 16 JULY 1996.
 P.O.C. FOR THIS WILL BE STEVE BROCKMAN,
 587-6243.

02	PA3590101	F75CE561098261	1	EA	4000.0000	4000.00
----	-----------	----------------	---	----	-----------	---------

PR1: 08

LEASE OF INVESEL COMPOSTING SYSTEM
 EFFECTIVE 16 JUNE 1996 LEASE OF INVESEL
 COMPOSTING SYSTEM LEASE FOR A REEL
 AUGER MIXER FOR THE PERIOD OF 16 JUNE

1996 THROUGH 16 JULY 1996 THE FEE FOR
 THIS LEASE WILL BE \$4000.00. P.O.C. FOR
 THIS LEASE IS STEVE BROCKMAN, 587-6243.

Frank Senske, Vice President

06/18/96

FACSIMILE COVER SHEET

SPECTRASERV (PA)
P.O. BOX 157

BARTO, PA. 19504

610-367-7266
610-367-1879

SEND TO/ AN/ A L'ATTENTION DE Company Name/ Firmenname/ Société WHITEMAN AFB - CONTRACTING	From/ Von/ De BILL KISH
Attention/ Zu Händen von/ A l'attention de VICKI DEMKEY	Date/ Datum/ Date 5/1/98
Fax Number/ Fax Nr./ N° de fax 616-687-5412	Phone Number/ Telefon/ N° de tél.

- Urgent/**
Dringend/
Urgent **Reply ASAP/**
Rückantwort/
Réponse urgente
attendue **Please Comment/**
Erfüllung/
Commentaires
attendus **Please Review/**
Überprüfung/
A vérifier **For your Information/**
Kenntnisnahme/
Copie pour information

Total pages, including cover sheet:
Anzahl der übermittelten Seiten inkl. Deckblatt
Nombre de pages (Page de garde incluse)

3

COMMENTS/ ANMERKUNGEN/ COMMENTAIRES



75 JACOBUS AVE., SO. KEARNY, N.J. 07032 (201)589-0277

May 1, 1996

Ms. Vicki Demkey
509 Contracting Squadron
850 Arnold Ave., Suite 2
Whiteman AFB, MO 65305

Re: Lease/ Purchase of In-Vessel Composting System

Dear Vicki:

As per our phone conversation, we are pleased to provide you with the attached information with regard to the lease/purchase identified within. We have used a term sheet format for ease of review and evaluation and contain the central elements to be included within a formal agreement.

Please refer to letters from Spectraserv to Mr. Scott Ammon dated November 28, 1995 and December 1, 1995 which contain other basic provisions such as a system description, operating limitations, confidentiality, proprietary information, etc. These concepts should be addressed within the general provisions of a lease/purchase agreement. In addition, it should be made clear in any such agreement that the system to be provided under any agreement will be supplied on an "AS IS BASIS" since it has been in use already under the MEEP program. Spectraserv will continue to provide routine technical and mechanical support as under the MEEP Agreement and retain full title and ownership to both the system and the intellectual property represented by the technology.

Very truly yours,
SPECTRASERV INC.
William Kish
William Kish
Director, Technical Services

cc: Frank Senske

WHITEMAN AIR FORCE BASE
LEASE TO PURCHASE PRICING
for
IN-VESSEL COMPOSTING SYSTEM & EQUIPMENT

May 1, 1996

TERM OF LEASE TO PURCHASE ("LTP"):

May 16 to June 15, 1996

LEASE TO PURCHASE EQUIPMENT:

One (1) In-Vessel Composting Reactor System and appurtenances including reactor drum, aeration system, hydraulic power distribution pack, rack line assembly, process control system (hardware and software); and,

One (1) Reel Augie Mixer Model No. KNI 3550

MONTHLY "LTP" PRICE:

In-Vessel Composting Reactor System	Reel Augie Mixer
\$ 10,654.00	\$4,000.00

LEASE PRICE APPLIED TO PURCHASE PRICE: Yes (at 75%)

PURCHASE PRICE (adjusted by applied lease payment % from Feb 1, 1996 to June 15, 1996)

June 16, 1996:

Composting System	= \$ 223,544
Reel Augie Mixer	= \$ 22,674
Total	- \$ 246,218

SPECTRASERV

Water, Waste Water and Sludge Services

SPECTRASERV, INC.

75 Jacobus Avenue
S. Kearny, N.J. 07032
(201) 589-0277

TELECOPIER COVER SHEETDATE: April 17, 1996**PLEASE DELIVER THE FOLLOWING PAGES TO:**NAME: Vicki DenkeyCOMPANY: Whiteman AFB

CITY: _____

FAX NUMBER: (816) 687-5912FROM: Frank SonstieFAX NUMBER: (201) 589-0415TOTAL PAGES INCLUDING COVER: 3Reference: Composit System - Contract ModificationComments:

PLEASE NOTE: The information contained in this facsimile message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by telephone: 201-589-0277. Thank you.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

11. CONTRACT ID CODE

3 PAGE OF PAGES

1 1

1 1 1 82

AMENDMENT/MODIFICATION NO.

12. EFFECTIVE DATE

13. REQUISITION/PURCHASE REQ. NO.)

14. PROJECT NO. (if applicable)

ISSUED BY

CODE

SEE SCHEDULE

15. ADMINISTERED BY (if other than Item 6)

CODE

509TH CONTRACTING SQUADRON
820 ARNOLD AVE SITE 2
WHITEMAN AFB MD

653003-5804

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)

SPECTRASERVE

DNUK255

75 JACOBUS AVENUE
S. KEARNEY NJ 07032

16. DATED (See item 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

FZ00000000077

10B. DATED (See item 13)

040701

FACILITY CODE

THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is awarded as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment in each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the specified hour and date specified.

1. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

NO. OF

7. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.

8. MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.

(x) 9A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.

10. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).

11C. This supplemental agreement is entered in pursuant to authority of:

12D. Other (Specify type of modification and authority)

x 13E. BY MUTUAL AGREEMENT OF THE PARTIES

14. IMPORTANT: Contractor is not, is required to sign this document and return ALL copies to the issuing office.

15. Description of amendment/modification (organized by UCF section headings, including solicitation/contract subject matter where feasible.)

POC: DONKEY VICKI
PHONE: 6188875425

SEE SCHEDULE

Except as provided herein, all terms and conditions of the document referenced in Item 14 or 10A, as heretofore changed, are unchaged and in full force and effect.

16. NAME AND TITLE OF SIGNER (Type or print)

FRANK SENSKA, VICE PRESIDENT

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16C. CROWN/REASON

17. CONTRACTOR/OFFICER

16B. DATE SIGNED

4/19/96

16D. UNITED STATES OF AMERICA

BY Denny Olson

(Signature of Contracting Officer)

16E. DATE SIGNED

96 APR 22

Signature of person authorized to sign)

STANDARD FORM 50

95

96 15:10 2015890415

-96 WED 13:07

509 CONS WHITEMAN AFB

SPECTRASERV

FAX NO. 8166875412

PAGE 03

P.03

96 APR 17

F236809673

62

TRASERVE

THE PURPOSE OF THIS MODIFICATION IS TO EXTEND THE PERIOD OF PERFORMANCE DUE
TO THE FACT THAT THE EQUIPMENT WAS NOT OPERABLE UNTIL 15 APR 1996, AT NO
COST TO THE GOVERNMENT.

VD OPERATED

AB

A. CHANGE BLOCK 1B OF THE DD1135 THE DELIVERY DATE FROM 96 APR 30, TO
REND 96 MAY 15.

B. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

END PAGE

96



75 JACOBUS AVE., SO. KEARNY, N.J. 07032 (201)509-0277

April 11, 1996

**Mr. Ken Nugent
509 CES/CEV
930 Arnold Ave., Suite 101
Whiteman A.F.B., MO. 65395-5002**

Re: Compost System Meeting

Dear Ken:

It was a pleasure talking to you today. As I informed you, I will be bringing copies of the O&M Manual and other information that had previously been supplied for the compost system.

We would also like to take the opportunity to review the system with you, Steve Brockman and Frank Peoples in order that the new staff is up to speed on the system.

Frank Senske and I look forward to meeting with you on Monday, April 15 at 1:15 P.M. to discuss the issues at hand. I have included a brief agenda of topics that Spectraserv would like to cover at the meeting.

Have a nice weekend and we will see you on Monday.

**Very truly yours,
SPECTRASERV, INC.**

**William Kish
Director, Technical Services**

cc: Frank Senske

SPECTRASERV, INC.

TELECOPIER COVER SHEET

TO: Vicki Demkey

COMPANY: 509 Contracting Squadron

FAX NUMBER: (816) 687-5412

DATE: April 2, 1996

FROM: FRANK SENSKE

FAX NUMBER: (201) 589-0415

NUMBER OF PAGES INCLUDING COVER: 5

REFERENCE/COMMENTS:

As per your instructions, please find attached a signed order for supplies or services relating to Spectraserv's compost system. As always, thank you for your assistance in these matters.

Bill or I will contact you with regard to the procedures for the five month lease option.

=====

Please Note: The information contained in this facsimile message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by telephone at (201) 589-0277. Thank you.

SPECTRASERV

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
 OMB No 0704-0187
 Expires JUN 30, 1997

Page 1 of 4

[ic reporting burden for this collection of information is estimated to average 1 hour per response, including the time reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway Suite 1204, Arlington, VA 22202-4302, and to Office of Management and Budget, Paperwork Reduction Project(0704-0187), Washington, DC 20503]

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.

SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 5.

TRACT/PURCHASE ORDER NO.	12. DELIVERY ORDER NO.	13. DATE OF ORDER (YYMMDD)	14. REQUISITION/PURCHASE REQUEST NO.	15. PRIORITY
2696M8873		96 APR 01	SEE SCHEDULE	
NUED BY	CODE	17. ADMINISTERED BY (if other than 6) CODE		
1 CONTRACTING SQUADRON ARNOLD AVE SITE 2 MAN AFB MD 65305-5054 Y VICKI SERVICES 816 687-5425		SEE BLOCK 6	<input type="checkbox"/> DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER <input type="checkbox"/> (See Schedule <input type="checkbox"/> if other)	
TRACTOR	CODE	18. FACILITY CODE	19. DELIVER TO FOB POINT BY (Date) (YYMMDD)	20. MARK IF BUSINESS IS
	PANR1255	201-589-0277	96 APR 30	<input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADV <input type="checkbox"/> WOMEN-OWNED
IE AND SPECTRASERVE RESS 75 JACOBUS AVENUE S. KEARNEY NJ 07032		21. DISCOUNT TERMS		
		<input type="checkbox"/> 000-000 DAYS NET 30		
		22. MAIL INVOICES TO SEE BLOCK 15		
IP TO	CODE	23. PAYMENT WILL BE MADE BY	CODE	24. MARK ALL
IE CIVIL ENGINEER K FOR: F75CES F23606 96M8873	F75CES	<input type="checkbox"/> DAO DE WHITEMAN FS <input type="checkbox"/> MRK FOR: F75CES F23606 96M8873 <input type="checkbox"/> 555 MITCHELL AVE SUITE 212 <input type="checkbox"/> WHITEMAN AFB MD 65305-5260	F75CES	<input type="checkbox"/> PACKAGES AND <input type="checkbox"/> PAPERS WITH <input type="checkbox"/> CONTRACT OR <input type="checkbox"/> ORDER NUMBER
<input type="checkbox"/> This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. <input type="checkbox"/> Reference your 9604103 <input type="checkbox"/> ACCEPANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY <input type="checkbox"/> HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. SPECTRASERV INC.				

Frank Senske

FRANK SENSKE /V.P. APRIL 1, 1996

NAME OF CONTRACTOR SPECTRASERV INC. SIGNATURE Frank Senske TYPED NAME AND TITLE FRANK SENSKE /V.P. DATE SIGNED (YYMMDD)
 this box is marked, supplier must sign acceptance and return the following number of copies:
 COUNTING AND APPROPRIATION DATA/LOCAL USE

100 305 7088 234424 01 47315 01 677100 R89118 596-567

119.	SCHEDULE OF SUPPLIES/SERVICE	120. QUANTITY	121. J22. ORDERED/ JUNIT	123. UNIT PRICE	124. AMOUNT
			1	1	1

THIS CONFIRMS ORDER PLACED WITH FRANK SENSKE ON 96 APR 01
 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT ****

SEE ATTACHED SCHEDULE(S)
ITEMS: 1

1 Identity accepted by the Government is	24. UNITED STATES OF AMERICA	25. TOTAL	14654.00
2 quantity ordered, indicate by X.	26. QUANTITY	27. SHIP. NO.	28. 0.0. VOUCHER NO.
3 different, enter actual quantity	29. ORDERED/ JUNIT	30. UNIT PRICE	31. AMOUNT
4 ed below quantity ordered & encircle BY: G. CROMER/ <i>G. Cromer</i> CONTRACTING/ORDERING OFFICER/ERENCES	32. PARTIAL	33. PAID BY	34. AMT VERIFIED CORRECT FOR
5 IANTITY IN COLUMN 20 HAS BEEN	35. FINAL	36. CHECK NUMBER	37. BILL OF LADING NO.
6 PECTED	38. RECEIVED	39. DATE REC'D	40. TOTAL CTNS
7	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.	
8	43. PREVIOUS EDITION MAY BE USED		
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			
101			
102			
103			
104			
105			
106			
107			
108			
109			
110			
111			
112			
113			
114			
115			
116			
117			
118			
119			
120			
121			
122			
123			
124			
125			
126			
127			
128			
129			
130			
131			
132			
133			
134			
135			
136			
137			
138			
139			
140			
141			
142			
143			
144			
145			
146			
147			
148			
149			
150			
151			
152			
153			
154			
155			
156			
157			
158			
159			
160			
161			
162			
163			
164			
165			
166			
167			
168			
169			
170			
171			
172			
173			
174			
175			
176			
177			
178			
179			
180			
181			
182			
183			
184			
185			
186			
187			
188			
189			
190			
191			
192			
193			
194			
195			
196			
197			
198			
199			
200			
201			
202			
203			
204			
205			
206			
207			
208			
209			
210			
211			
212			
213			
214			
215			
216			
217			
218			

96M8073

882

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
THIS CONFIRMS ORDER PLACED WITH FRANK SENSEKE ON 96 APR 01 NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT				

"PURCHASE ORDER CLAUSES"

52.252-2	CLAUSES INCORPORATED BY REFERENCE	(JUN 1988)
THIS PURCHASE ORDER INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.		
I	FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES	
52.283-3	GRATUITIES	(APR 1984)
52.284-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	(MAY 1995)
52.222-3	CONVICT LABOR	(APR 1984)
52.222-26	EQUAL OPPORTUNITY	(APR 1984)
52.222-48	SERVICE CONTRACT ACT OF 1965, AS AMENDED—CONTRACTS OF \$2,500 OR LESS	(MAY 1989)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(APR 1989)
52.232-25	PROMPT PAYMENT	(APR 1989)
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	(APR 1989)
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	(APR 1984)
52.246-16	RESPONSIBILITIES FOR SUPPLIES	(APR 1984)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE [ORDERS EXCEEDING \$2,500]	(APR 1984)
52.219-8	UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERN [ORDERS EXCEEDING \$2,500] (FEB 1990) [ORDERS EXCEEDING \$2,500]	
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS [ORDERS EXCEEDING \$10,000]	(APR 1984)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS [ORDERS EXCEEDING \$2,500]	(APR 1984)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED [ORDERS EXCEEDING \$2,500]	(MAY 1989)
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES [ORDERS EXCEEDING \$2,500]	(MAY 1989)

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4). THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:

IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS
----------------	-------------------------------

"ADDITIONAL GENERAL PROVISIONS" THESE PROVISIONS APPLY IF INCORPORATED BY MODIFICATION OR IF CONTRACTOR'S ACCEPTANCE IS OBTAINED IN BLOCK 16 OF THE DD FORM 1155—PURCHASE ORDER

52.243-1	CHANGES—FIXED PRICE	(AUG 1987)
52.232-23	ASSIGNMENT OF CLAIMS	(JAN 1986)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOV'T	(APR 1984)
52.249-8	DEFAULT (FIXED-PRICE, SUPPLY/SERVICE)	(APR 1984)

CONTRACTOR SHALL SUBMIT A PROPER INVOICE IN FOUR (4) COPIES TO THE ACCOUNTING AND FINANCE OFFICE INDICATED IN BLOCK 15 OF THE DD FORM 1155. A PROPER INVOICE MUST SHOW THE PURCHASE/DELIVERY ORDER NUMBER CLEARLY ON ITS FACE.

SERVICES NON-PERSONAL. CONTRACTOR SHALL FURNISH ALL PARTS, LABOR, MATERIALS, SUPPLIES, TOOLS, EQUIPMENT, AND FACILITIES NECESSARY TO ACCOMPLISH THE SERVICE LISTED BELOW:

REMITTANCE ADDRESS IS THE SAME AS CONTRACTOR'S ADDRESS IN BLOCK #9.

(CONTINUED)

100

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------------	----------	------	------------	--------

THIS CONFIRMS ORDER PLACED WITH FRANK SENSEKE ON 26 APR 91
 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

WB35981U1 F750ES6857B480 1 EA 14654.0000 14654.00

PRI: B9

LEASE OF INVESSEL COMPOSTING SYSTEM
 LEASE OF INVESSEL COMPOSTING SYSTEM
 SERVICES.. NONPERSONAL: CONTRACTOR WILL
 PROVIDE FOR THE PURPOSE OF LEASE. AN IN
 VESSEL COMPOSTING SYSTEM (WITHOUT OPERA-
 TOR) THAT HAS BEEN TESTED THROUGH THE
 MANAGEMENT EQUIPMENT EVALUATION PROGRAM
 (MEEP) WITH THE FOLLOWING COMPONENTS:
 ONE COMPOST REACTOR, ONE RECK LINE ASSEM-
 BLY, ONE AIR AIR SYSTEM, ONE POWER DISTR-
 IBUTION, ONE COMPUTER SYSTEM, ONE REEL
 AUGIES MIXER. THIS SYSTEM MUST BE ABLE

TO PRODUCE HUMUS FROM ORGANIC WASTE
 MATERIALS IN OR ABOUT 72 HOURS. THE
 SYSTEM MUST BE SELF-CONTAINED, AND REQUI-
 RE NO SPECIAL PERMITS TO OPERATE. THE
 SYSTEM MUST COMPLY WITH ALL FEDERAL,
 STATE AND LOCAL LAWS AND REGULATIONS.
 THIS LEASE IS TO BE FOR A PERIOD OF
 30 DAYS, TO BEGIN 1 APR 1996 THROUGH
 30 APR 1996. COST PER MONTH FOR THE
 LEASE OF THIS SYSTEM WILL BE \$14,654.00.
 THE POC FOR THIS PURCHASE ORDER IS
 JERRY FORSTE, 687-7777

"PURCHASE ORDER CLAUSES"

52.252-2	CLAUSES INCORPORATED BY REFERENCE	(JUN 1988)
	THIS PURCHASE ORDER INCORPORATES ONE OR MORE CLAUSES BY REFER- ENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.	
I	FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES	
52.283-3	GRATUITIES	(APR 1984)
52.284-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	(MAY 1995)
52.222-3	CONVICT LABOR	(APR 1984)
52.222-26	EQUAL OPPORTUNITY	(APR 1984)
52.222-48	SERVICE CONTRACT ACT OF 1965, AS AMENDED—CONTRACTS OF \$2,500 OR LESS	(MAY 1989)
52.232-1	PAYMENTS	(APR 1984)
52.232-6	DISCOUNTS FOR PROMPT PAYMENT	(APR 1989)
52.232-25	PROMPT PAYMENT	(APR 1989)
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	(APR 1989)
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	(APR 1984)
52.246-16	RESPONSIBILITIES FOR SUPPLIES	(APR 1984)
52.219-5	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE [ORDERS EXCEEDING \$2,500]	(APR 1984)
52.219-8	UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERN [ORDERS EXCEEDING \$2,500] (FEB 1990) [ORDERS EXCEEDING \$2,500]	
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS [ORDERS EXCEEDING \$10,000]	(APR 1984)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS [ORDERS EXCEEDING \$2,500]	(APR 1984)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED [ORDERS EXCEEDING \$2,500]	(MAY 1989)
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE [ORDERS EXCEEDING \$2,500]	(MAY 1989)

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED,
 AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4),
 THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED
 TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE
 BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING
 AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:

IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS
----------------	-------------------------------

"ADDITIONAL GENERAL PROVISIONS" THESE PROVISIONS APPLY IF INCOR-
 PORATED BY MODIFICATION OR IF CONTRACTOR'S ACCEPTANCE IS OBTAINED
 IN BLOCK 16 OF THE DD FORM 1155—PURCHASE ORDER

52.243-1	CHANGES—FIXED PRICE	(AUG 1987)
52.232-23	ASSIGNMENT OF CLAIMS	(JAN 1986)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOV'T	(APR 1984)
52.249-8	DEFAULT (FIXED-PRICE, SUPPLY/SERVICE)	(APR 1984)

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------------	----------	------	------------	--------

0)

THIS CONFIRMS ORDER PLACED WITH FRANK SENSEKE ON 96 APR 81
DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT
REMITTANCE ADDRESS IS THE SAME AS CONTRACTOR'S ADDRESS IN BLOCK
#9.

CONTRACTOR SHALL SUBMIT A PROPER INVOICE IN FOUR (4) COPIES TO
THE ACCOUNTING AND FINANCE OFFICE INDICATED IN BLOCK 15 OF THE
DO FORM 1155. A PROPER INVOICE MUST SHOW THE PURCHASE/DELIVERY
ORDER NUMBER CLEARLY ON ITS FACE.

SERVICES NON-PERSONAL. CONTRACTOR SHALL FURNISH ALL PARTS, LABOR,
MATERIALS, SUPPLIES, TOOLS, EQUIPMENT, AND FACILITIES NECESSARY
TO ACCOMPLISH THE SERVICE LISTED BELOW:

ORIGINAL INVOICE

No. 13753

DATE February 1, 19



75 JACOBUS AVE., SO. KEARNY, N.J. 07032
TEL. (201) 589-0277 FAX (201) 589-0415

CUSTOMER #

**SOLD
TO** DAD DE WHITEMAN FS
MRK FOR: F75CES F23606 96MB045
555 Mitchell Ave., Suite 212
Whiteman AFB MO 65305-5260

JOB LOCATION Code F75CES
Base Civil Engineer
MRK FOR: F75CES F23606 96M8045
930 Arnold Ste 101 Bld 705
Whiteman AFB, MO 65305

OUR PROJECT NO.	YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	Ppd or Coll.
	OMB No 0704-0187 012455S		Net 30 Days		

DESCRIPTION	UNIT PRICE	AMOUNT
Lease of Invessel Composting System for the month of February, as detailed below:	1996,	\$12,000.00
ONE COMPOST REACTOR		
ONE RACK LINE ASSEMBLY		
ONE AIR SYSTEM		
ONE POWER DISTRIBUTION		
ONE COMPUTER SYSTEM		
ONE REEL AUGIES MIXER		
SUBTOTAL		\$12,000.00
TAX		Exempt
TOTAL		\$12,000.00

"Seller represents that with respect to the production of the articles and/or the services covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended."

Balance due within 30 days. Interest charge of 1% per month (12% annually) will be added thereafter. Thank You.

103

SPECTRASERV, INC.
75 Jacobus Avenue
S. Kearny, N.J. 07032
(201) 589-0277

TELECOPIER COVER SHEET

DATE: 1/31/96

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: VICKI DEMKEY
COMPANY: WHITEMAN AFB-MO
CITY:
FAX NUMBER: 816-687-5418

FROM: FRANK SENSKE

FAX NUMBER: (201) 589-0415

TOTAL PAGES INCLUDING COVER: 6

Reference:

Comments: FYI

PLEASE NOTE: The information contained in this facsimile message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by telephone: 201-589-0277. Thank you.



75 JACOBUS AVE., SO. KEARNY, N.J. 07032 (201) 589-0277

January 31, 1996

Ms. Vicki Damkey
509 Contracting Squadron
850 Arnold Ave. Ste 2
Whiteman AFB, MO 65305

Re: Lease of Compost System

Dear Vicki:

As per your instructions, please find attached a copy of the executed Order for Supplies or Services Form as well as an invoice for the month of February for the compost system currently in place at the Whiteman Air Force Base.

Thank you for your assistance in this matter. If you have any questions or comments concerning the attached submittals, please do not hesitate to contact me.

Very truly yours,
Spectraserv, Inc.

A handwritten signature in black ink, appearing to read "Frank Senske".

Frank Senske, P.E.
Vice President
Technical Services

cc: Bill Kish

Water, Waste Water and Sludge Services

JAN-30-96 1UE 15:54

WILLIAMS CONTRACTING

FRA NO. 10100010410

1. UC

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
OMB No 0704-0107
Expires JUN 30, 1997

3 Page 1 of 3

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project(0704-0107), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.

SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

CONTRACT/PURCHASE ORDER NO.	12. DELIVERY ORDER NO.	13. DATE OF ORDER	14. REQUISITION/PURCHASE REQUEST NO.	15. PRIORITY
5236000000045	1	1996 JAN 30	SEE SCHEDULE	
ISSUED BY	CODE	17. ADMINISTERED BY (if other than 6) CODE		
99TH CONTRACTING SQUADRON 50 ARNOLD AVE SITE 2 WHITEHORN AFB MD 65305-5854 SMKEY VICKI SERVICES	816 687-5425	SEE BLOCK 6		
CONTRACTOR	CODE	18. DELIVERY TO FOB POINT BY	19. MARK IF	
	0124555	281-589-6277	(Date) (YYYYMMDD)	BUSINESS IS
			96 MAR 31	SMALL
NAME AND ADDRESS	ATTN: FRANK SENSKA SPECTRASERVE 75 JACOBUS AVENUE 6. KEARNEY NJ 07832	12. DISCOUNT TERMS	13. MAIL INVOICES TO	14. SMALL DISADVANTAGEOUS WOMEN-OWNED
SHIP TO	CODE	110. PAYMENT WILL BE MADE BY	CODE	MARK ALL
BASE CIVIL ENGINEER MRK FOR: F7SCES F23605 96M08045 950 ARNOLD STE 181 BLD 705 WHITEHORN AFB MD 65305	52360005	DAO DE WHITEMAN FS MRK FOR: F7SCES F23605 96M08043 555 MITCHELL AVE SUITE 212 WHITEHORN AFB MD 65305-5250	52360005	PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.

Reference work 5608378
PURCHASE ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME

Spectraserv Inc. Frank Senksa Frank Senksa, Vice-President 1/31/96
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED
If this box is marked, supplier must sign acceptance and return the following number of copies:
ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
263488 306 7888 224424 81 47361 677100 489697 596-378

ITEM NO.	119. SCHEDULE OF SUPPLIES/SERVICE	120. QUANTITY	121. 122. ORDERED/ JUNITS	123. UNIT PRICE	124. AMOUNT
----------	-----------------------------------	---------------	---------------------------	-----------------	-------------

THIS CONFIRMS ORDER PLACED WITH FRANK SENSKA ON 96 JAN 30
DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT
SEE ATTACHED SCHEDULE(S)
ITEMS: 1

1. quantity accepted by the Government is 124. UNITED STATES OF AMERICA	125. TOTAL	2480.00
as quantity ordered, indicate by X. 126. DIFFER		
different, enter actual quantity 127. SIGNATURE OF AUTHORIZED GOVERNMENT REP.		
128. CONTRACTING/ORDERING OFFICER/ ENCPER		
129. QUANTITY IN COLUMN 20 HAS BEEN 130. INITIALS		
131. INSPECTED 132. RECEIVED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		
133. AMT VERIFIED CORRECT		
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REP.	134. PAYMENT	
135. I certify this account correct & proper for payment.	136. COMPLETE	
137. PARTIAL	138. PAID BY	
139. DATE REC'D 140. TOTAL CTNS	141. S/R ACCOUNT NUMBER	
REC'D AT 130. REC'D BY	142. S/R VOUCHER NO.	

1 FORM 1355, JUN 94

PREVIOUS EDITION MAY BE USED

106

RESERVE

9610045 802

SI NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
THIS CONFIRMS ORDER PLACED WITH FRANK BEERKE ON 96 JAN 10 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT					
"PURCHASE ORDER CLAUSES"					
52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1986) THIS PURCHASE ORDER INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE.					
I	FEDERAL ACQUISITION REGULATION (41 CFR CHAPTER 1) CLAUSES				
52.213-3	GRATUITIES			(APR 1984)	
52.284-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER			(MAY 1986)	
52.222-3	CONSULT LABOR			(APR 1984)	
52.222-25	EQUAL OPPORTUNITY			(APR 1984)	
52.222-48	SERVICE CONTRACT ACT OF 1965, AS AMENDED—CONTRACTS OF \$2,500 OR LESS			(MAY 1986)	
52.232-1	PAYMENTS			(APR 1984)	
52.232-8	DISCOUNTS FOR PROMPT PAYMENT			(APR 1984)	
52.232-23	PROMPT PAYMENT			(APR 1984)	
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS			(APR 1984)	
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS			(APR 1984)	
52.246-15	RESPONSIBILITIES FOR SUPPLIES			(APR 1984)	
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (ORDERS EXCEEDING \$2,500)			(APR 1984)	
52.219-8	UTILIZATION OF SMALL BUSINESSES AND SMALL DISADVANTAGED BUSINESS CONCERNING ORDERS EXCEEDING \$2,500 (PER 1986) ORDERS EXCEEDING \$2,500			(PER 1986)	
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS ORDERS EXCEEDING \$10,000 (APR 1984)			(APR 1984)	
52.222-36	AFFIRMATIVE ACTION FOR HEMIOPACTED WORKERS (ORDERS EXCEEDING \$2,500)			(APR 1984)	
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (ORDERS EXCEEDING \$2,500)			(MAY 1986)	
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRERS (ORDERS EXCEEDING \$2,500)			(MAY 1986)	
IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4). THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. §541 OR §542.					
THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION					
EMPLOYEE CLASS MONETARY WAGE-FRINGE BENEFITS					
"ADDITIONAL GENERAL PROVISIONS" THESE PROVISIONS APPLY IF INCORPORATED BY MODIFICATION OR IF CONTRACTOR'S ACCEPTANCE IS OBTAINED IN BLOCK 16 OF THE DD FORM 1155—PURCHASE ORDER					
52.243-1	CHANGES—FIXED PRICE			(AUG 1987)	
52.232-23	ASSIGNMENT OF CLAIMS			(JAN 1986)	
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVT			(APR 1984)	
52.249-6	DEFAULT (FIXED-PRICE, SUPPLY/SERVICE)			(APR 1984)	
CONTRACTOR SHALL SUBMIT A PROPER INVOICE IN FOUR (4) COPIES TO THE ACCOUNTING AND FINANCIAL OFFICE INDICATED IN BLOCK 15 OF THE DD FORM 1155. A PROPER INVOICE MUST SHOW THE PURCHASE/DELIVERY ORDER NUMBER CLEARLY ON ITS FACE.					
SERVICES NON-PERSONAL. CONTRACTOR SHALL FURNISH ALL PARTS, LABOR, MATERIALS, SUPPLIES, TOOLS, EQUIPMENT, AND FACILITIES NECESSARY TO ACCOMPLISH THE SERVICE LISTED BELOW:					

W039981V1

F79C12660246100

1

EA

24000.0000

24000.00

PRI: #9

< CONTINUED >

107

JAN 6-96 TUE 13:38

WHITEMAN CONTRACTING

FAX NO. 18188875418

P.04

SOM10045

BB3

EXTRASERVE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

CONT'D)

THIS CONFIRMS ORDER PLACED WITH FRANK SENSIK, DUE 96 JAN 30

DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

LEASE OF INVESSSEL COMPOSTING SYSTEM
SERVICES NON-PIESSIONAL- CONTRACTOR WILL
PROVIDE FOR THE PURPOSE OF LEASE, AN IN-
VESSSEL COMPOSTING SYSTEM (WITHOUT OPERA-
TOR) THAT HAS BEEN TESTED THROUGH THE
MANAGEMENT EQUIPMENT EVALUATION PROGRAM
(MEEP) WITH THE FOLLOWING COMPONENTS:
ONE COMPOST REACTOR, ONE FEED LINE ASSEM-
BLY, ONE AIR SYSTEM, ONE POWER DISTRIBUTION,
ONE COMPUTER SYSTEM, ONE REEL
AUGER MIXER. THIS SYSTEM MUST BE ABLE
TO PRODUCE HUMUS FROM ORGANIC WASTE MAT-

ERIALS IN OR ABOUT 72 HOURS. THE SYSTEM
MUST BE SELF-CONTAINED, AND REQUIRE NO
SPECIAL PERMITS TO OPERATE. THE SYSTEM
MUST COMPLY WITH ALL FEDERAL, STATE AND
LOCAL LAWS AND REGULATIONS. THIS LEASE
IS TO BE FOR A PERIOD OF 60 DAYS, TO
BEGIN 1 FEBRUARY 1996 THROUGH 31 MARCH 1996.
COST PER MONTH FOR THE LEASE OF THIS
SYSTEM WILL BE \$12,000. THE TOTAL OF
THIS PURCHASE ORDER WILL BE \$24,000.00.
P.O.C. FOR THIS IS SCOTT WHIM 867-7777.

< END PAGE >

808

SPECTRASERV, INC.
75 Jacobus Avenue
S. Kearny, N.J. 07032
(201) 589-0277

TELECOPIER COVER SHEET

DATE: 26 JAN 1996

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Ms. Vicki Demkey
COMPANY: 509 CONS/LGCV
CITY: Wrightman AFB, MD.
FAX NUMBER: 816-687-5418

FROM: STEVEN A. TOWNSEND
FAX NUMBER: (201) 589-0415

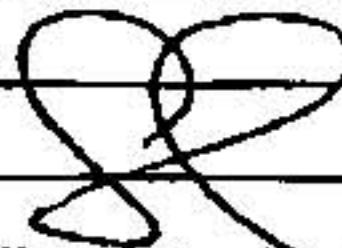
TOTAL PAGES INCLUDING COVER: 2

Reference: IN-VESSEL COMPOSTING SYSTEM LEASE

Comments:

PLease DELIVER UPON RECEIPT.

THANK YOU



PLEASE NOTE: The information contained in this facsimile message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by telephone: 201-589-0277. Thank you.

109

SPECTRASERV

75 JACOBUS AVE, SO. KEARNY, N.J. 07032 (201)589-0277

January 26, 1996

VIA TELECOPY & REGULAR MAIL

Ms. Vicki L. Demkey
509 CONS/LGCV
850 Arnold Ave.
Whiteman A.F.B., MO 65305

RE: Request for Quotation - 25 January 1996
F75CES60240100 96Q0378

Dear Ms. Demkey:

In response to your Request for Quotation dated 25 January 1996 as referenced above, Spectraserv will lease the In-Vessel Composting System (without operator) currently installed at the Whiteman AFB that has been tested through the Management Equipment Evaluation Program (MEEP). This system consists of the following components:

- One (1) compost reactor
- One (1) rack-line assembly
- One (1) air system
- One (1) power distribution pack
- One (1) computer system
- One (1) Reel Augie mixer

The System is self-contained and has been shown to be capable of producing humus from organic waste materials in or about 72 hours. The System subject to lease is provided on an as-is/where-is basis and is to be operated in a manner consistent with that employed by Whiteman AFB during the MEEP testing program.

The term of the lease shall be a period of sixty (60) days, comprised of the months of February 1996 and March 1996.

The cost for the lease of the System is:

\$12,000.00 per month

\$24,000.00 total cost for two months

Submitted By:
SPECTRASERV, INC.



Steven A. Townsend
President

Accepted By:
WHITEMAN AFB

Name:
Title:
Date:

52.207-5 Option to Purchase Equip
only lease w/option to purchase

(EMS Base Supply - over 30 days)

DFARS - over 60 justification
supporting decision to lease or
purchase

0124555

Spectraserv
75 Jacobs Ave
So. Kearny N.J. 07032
201-589-0277

W035901V1

- 574-4410 - Al Asbury - Longfey AFB
- 872-4217 - x235 Jim Hendrick England AFM MELOffice
Coax Code - company -
no Coax Code

TIN-[]

In. Business



75 JACOBUS AVE. SO. KEARNY, N.J. 07032 (201)589-0277

December 8, 1995

Mr. Eldon E. Hix,
Deputy Civil Engineer
509 CES/DC
660 10th Street, Suite 211
Whiteman AFB, MO. 65305-5074

RE: Lease or Purchase of In-Vessel Composting System

Dear Mr. Hix:

As per your meeting with representatives of Spectraserv on November 29, 1995 and your Letter of Intent that date, we are pleased to provide you with the attached information with regard to the three lease/purchase options identified therein. The options are addressed using a term sheet format for ease of review and evaluation and contain the central elements to be included within a formal agreement under any of the options. Also, this format should allow for long-term planning by Whiteman with regard to continuation of the existing composting program begun under the recently completed MEEP project.

Please refer to letters from Spectraserv to Mr. Scott Ammon dated November 28, 1995 and December 1, 1995 (copies are attached for your convenience) which contain other basic provisions such as a system description, operating limitations, confidentiality, proprietary information, etc. These concepts should be addressed within the general provisions of a lease/purchase agreement under any of the options considered. In addition, it should be made clear in any such agreement that the system to be provided under any agreement will be supplied on an "AS IS BASIS" since it has been in use already under the MEEP Program. Spectraserv will continue to provide routine technical and mechanical support as under the MEEP Agreement and retain full title and ownership to both the system and the intellectual property represented by the technology.

Please review the information enclosed at your earliest convenience so that a suitable arrangement can be in place before January 1, 1996. Any comments or

Mr. Eldon E. Hix
December 8, 1995
page 2

questions regarding this proposal should be directed to Mr. Frank Senske,
Senior Vice-President at 201-589-0277.

Thank you for your interest in the Spectraserv In-Vessel System and we look
forward to continuing our excellent working relationship.

Very truly yours,
SPECTRASERV, INC.



Steven A. Townsend
President

cc:/ Mr. Scott Ammon ✓
Mr. Frank Senske ✓
Mr. William Kish

 **SPECTRASERV**

Water, Waste Water and Sludge Services

WHITEMAN AIR FORCE BASE

**SHORT-TERM LEASE PRICING
(OPTION B)**

IN-VESSEL COMPOSTING SYSTEM & EQUIPMENT

December 8, 1995

TERM OF LEASE:

Seven (7) months;
March 1, 1996 through September 30, 1996.

LEASED EQUIPMENT:

One (1) In-Vessel Composting Reactor System and appurtenances including reactor drum, aeration system, hydraulic power distribution pack, rack line assembly, process control system (hardware and software); and,

One (1) Reel Augie Mixer Model No. KNI 3550.

MONTHLY LEASE PRICE: \$ 13,653.85 per month.

LEASE PRICE APPLIED TO PURCHASE PRICE: Yes (at 75%)

PURCHASE PRICE (adjusted by applied lease payment %):

Composting System = \$ 189,543.82
Reel Augie = \$ 24,971.37

Total = \$ 214,515.19

NOTE: Buyout available within 30 days of end of lease term.

RENEWAL OF SHORT-TERM LEASE: Not Applicable

OTHER PROVISIONS: Yes - To Be Determined

SPECTRASERV

Water, Waste Water and Sludge Services

WHITEMAN AIR FORCE BASE

**LEASE TO PURCHASE PRICING
(OPTION C)**

IN-VESSEL COMPOSTING SYSTEM & EQUIPMENT

December 8, 1995

TERM OF LEASE TO PURCHASE ("LTP"):

Thirty-six (36) months;
October 1, 1996 through September 30, 1999.

LEASE TO PURCHASE EQUIPMENT:

One (1) In-Vessel Composting Reactor System and appurtenances including reactor drum, aeration system, hydraulic power distribution pack, rack line assembly, process control system (hardware and software); and,

One (1) Reel Augie Mixer Model No. KNI 3550.

MONTHLY "LTP" PRICE: \$ 7,931.10 per month.

LEASE PRICE APPLIED TO PURCHASE PRICE: Yes (at 75%)

PURCHASE PRICE (adjusted by applied lease payment %):

End of Year One (9/30/97):

Composting System	= \$ 126,805.88
Reel Augie	= \$ 16,329.41
Total	= \$ 143,135.29

End of Year Two (9/30/98):

Composting System	= \$ 63,709.94
Reel Augie	= \$ 7,687.45
Total	= \$ 71,397.39

End of Year Three (9/30/99): Balance Due = \$ 0.00

OTHER PROVISIONS: Yes - To Be Determined

SPECTRASERV

Water, Waste Water and Sludge Services

SPECTRASERV

75 JACOBUS AVE., SO. KEARNY, N.J. 07032 (201)589-0277

400A
1-25
Bill Kild

November 28, 1995

Mr. Scott Ammon
509 CES/CEV (RRRP)
930 Arnold Avenue, Suite 101
Whiteman AFB, MO 65305-5022

Scott Ammon
11/11/95

Re: Compost System Lease Agreement

Dear Scott:

As per our recent conversation, Spectraserv is prepared to provide the complete Composting System currently on-site and in operation at the Whiteman Air Force Base under a lease arrangement containing the following terms and conditions:

1. Term - The Composting System shall remain at the Whiteman Air Force Base for use by the base staff upon completion of the MEEP Demonstration (December 1, 1995) until the start of the leasing term. The term of the lease agreement shall be from January 1, 1996 through September 30, 1996. The term and conditions of the lease may be extended upon mutual agreement of Spectraserv and the Air Force on a month to month basis beyond September 30, 1996.
2. System - The equipment to be leased to the Air Force consists of the following: one compost reactor, distribution pack, computer system and software, rackline assembly, aeration system, LECO CN analyzer, Reel Augie, and Toro/Olathe tub grinder. The Air Force will provide all manpower, routine maintenance, and power to operate the Compost System. Spectraserv will provide technical support in the form of telephone consultation on an as needed basis as well as two on-site visits during the basic term of the lease. Additional technical support will be provided at cost on a time and expenses basis.
3. Operation - The system shall be operated in a manner consistent with that performed during the MEEP Demonstration. That is organic wastes may be composted in time and mixtures similar to those processed during the demonstration. Utilization of the compost system for other research operations and/or demonstrations may be permitted upon receipt and acceptance of test protocol by Spectraserv.

-2-

4. Cost - The cost for the lease of the compost system under the term and conditions described above shall be \$28,750.00 per month. Invoices shall be submitted on a monthly basis and paid by the Air Force within thirty day upon receipt. Failure to process the invoice in a timely manner will be grounds for termination of the lease agreement.

5. Confidentiality - The confidentiality/nondisclosure agreement signed as part of the demonstration project shall remain in effect for the term of the lease agreement. As part of that agreement, the Air Force and its employees shall not disclose to any other party information concerning Spectraserv and/or the Composting System.

The terms and conditions listed above are understood to be an accurate statement of the lease agreement between Spectraserv and the Air Force. Execution of this letter agreement shall be construed as acceptance by the Air Force of the lease arrangement for the compost system. Modifications to the agreement may only be made through mutual agreement of the parties.

Finally, the terms and conditions of this lease agreement is to be considered proprietary and confidential by and between the Air Force and Spectraserv. Disclosure of information contained in this agreement to any other party is prohibited.

Thank you for your allowing Spectraserv to provide you with solid waste management services. We look forward to continuing our efforts in developing solutions for your recycling program.

Very truly yours,
Spectraserv, Inc.


Frank Semske, P.E.
Vice President

Accepted By: United States Air Force

Date _____

 SPECTRASERV

Water, Waste Water and Sludge Services

SPECTRASERV, INC.

75 Jacobus Avenue
S. Kearny, N.J. 07032
(201) 589-0277

TELECOPIER COVER SHEETDATE: 11/27/95**PLEASE DELIVER THE FOLLOWING PAGES TO:**

NAME: Scott Ammon
COMPANY: Whiteman AFB
CITY: _____
FAX NUMBER: 816-687-5164

FROM: Frank Senske
FAX NUMBER: (201) 589-0415

TOTAL PAGES INCLUDING COVER: 3

Reference: lease agreement

Comments:

Scott:

Please find lease agreement w/cost for the compost system.

Bill and I will see you tomorrow at 10 AM.

Frank

PLEASE NOTE: The information contained in this facsimile message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by telephone: 201-589-0277. Thank you.

121

FEB-23-96 FRI 08:05

WRIGHT ENVIRONMENTAL

FAX NO. 905 881 2334

P. 01/01



**WRIGHT
ENVIRONMENTAL
MANAGEMENT INC.**

"The Right Stuff"

February 23, 1996

To Scott

A man on

Mr. Bob Kerlinger
FAX: 1-804-868-3805

Dear Bob,

Regarding our conversations to do with Whiteman A.F. B.

The cost of the composter to handle 3 TPD total organic load
7 day load / 14 day retention
Approx: \$375,000.00 US

Additional items suggested for loading and unloading of vessel RECC:

Mixer \$12,500.
 Infeed Con. 10,500.
 Outfeed Con 6,000.
 Shaker Screen 15,000 44,000.00
\$419,000.00
 (Approximate)

Cost to Finance:	TERM: 5 YEARS	APPROX:	\$10,639.84* per mth
	LEASE TO OWN		
	0 / DEPOST		
		APPROX:	\$ 7,549.00*
	TERM 10 YEARS	APPROX:	

- * Rates are subject to change, prior to completion of transaction.
Bob the 10 year rate or possibly longer is subject to the financial institution agreeing to the term and interest rate.

and interest rate.

BAILMENT NR 94-80A

MEEP PROJECT NR T94-80A

BAILMENT AGREEMENT

Between

UNITED STATES AIR FORCE

(BAILEE)

and

Spectraserv, Inc.
75 Jacobus Ave
South Kearny, NJ 07032

(BAILOR)

ADMINISTRATIVE OFFICE:

OL-ZC AFMC-L50/LOTPM
MEEP Management Office
201 Biscayne Road, ste 2
Eglin AFB FL 32542-5303

CONTRACTING AUTHORITY:

MARK G. FLYNN - (904) 882-4217, Ext 231

DELIVERY SCHEDULE:

15 days after delivery of fully
executed bailment agreement to bailor
unless otherwise arranged

DURATION OF PROJECT:

6 months

ESTIMATED RETAIL VALUE:

\$ See Schedule A Attached

AUTHORITY FOR LOAN:

AFI 24-305

MANUFACTURER'S REPRESENTATIVE:

Mr William Kish
610-367-7266

Page 2 of 5
Bailment Nr 94-80A

This agreement is entered into pursuant to the provisions of 10 U.S.C. 2304

BAILMENT AGREEMENT

This agreement, Bailment Nr 94-SOA entered into as of 10 Apr 95 by and between the United States of America, hereinafter referred to as the "Government" or "Bailee", represented by the Contracting Authority executing this agreement, and Spectraserv, Inc., organized and existing under the laws of the State of New Jersey, hereafter referred to as the "Bailor".

WITNESSETH

WHEREAS the Government desires to perform service tests upon the property
bailed hereunder; and

WHEREAS the Bailor wishes to bail such property to the Government in accordance with the terms and conditions hereafter set forth, and to have said property tested by the Government; and

WHEREAS the bailment of such property is for the mutual benefit of the parties hereto;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties hereto agree to the following clauses:

1. Bailed Property: The property bailed hereunder is listed in the attached schedule.

2. Purpose of Baitment: The Property bailed hereunder is furnished to the Government for the purpose of evaluating the bailed equipment item under various operational conditions at various Government locations.

3. Delivery and Return of Bailed Property:

(a) The bailed property shall be delivered to the Government, transportation costs prepaid at the Government location designated in the attached schedule.

(b) The bailed property shall be forwarded to the Sailor by the Government, return transportation costs collect, addressed to the Sailor at the location designated in the attached Schedule, or, at the option of the Sailor, shall be delivered to the Sailor's representative at the Government location specified in the Schedule, or otherwise disposed of as authorized in writing by the Sailor.

4. Costs: The bailment provided hereunder shall be at no cost to the Government and shall not be used as a basis for any claim against the Government, except as may be expressly provided herein.

Page 3 of 5
Bailment Nr 94-80A

5. Title: Bailor warrants he is the owner of the bailed property. Title to such property shall at all times remain with the Bailor during this bailment.

6. Period of Bailment: The bailment period provided for hereunder shall commence upon the date of delivery of the bailed property to the Government and shall continue for the period set forth in the Schedule. Such period may be extended by agreement of the parties. Notwithstanding the foregoing, such bailment period may be terminated or reduced at the option of either party at any time upon fifteen (15) days written notice to the other party, and such period may be further extended by mutual agreement between the parties hereto.

7. Liability for Bailed Property: The parties agree that this bailment agreement shall not create any liability, contingent or otherwise, on the part of the Government, nor give rise to any claim of any type against the Government.

8. Responsibility for Personal Injuries and Property Damage: The Bailee shall not be responsible for personal injuries or property damage incurred by the Bailor, its employees or their invitees incident to the bailment or use of the bailed property; and the Bailor agrees to indemnify and hold the Bailee harmless with respect to claims for any such damage or injuries. The Bailor will not be responsible for any personal injuries or property damage caused by negligence on the part of the bailee.

9. Maintenance: The Bailee will not be responsible for the maintenance or repair of the bailed property during the period of bailment or thereafter. However, it is contemplated that such property will be utilized, serviced and maintained with reasonable care as recommended in owners' manuals.

10. Subsequent Procurement: This bailment and the incidental service tests in no manner obligates the Government to procure the bailed property or items similar thereto, regardless of the success or failure of such tests.

11. Disclosures: The Bailee does not agree to safeguard and is not responsible for disclosures of any information or data embodied in or related to the bailed property, and the Bailor agrees to indemnify and hold the government harmless against any claims based upon such disclosures.

12. Report: As consideration for this bailment, upon completion of evaluation, the Bailee shall furnish a report to the Bailor of the results of the service tests performed upon the bailed property. The form and extent of such report shall be as determined by the Contracting Authority. The report, however, will not show comparison of the bailed item with other commercial competing products. The bailor agrees that it will not use the information contained in the report provided hereunder for advertising or sales purposes to other than Government agencies, including the fact that the Bailee has selected its property for test purposes. Further, nothing in the report shall be construed as an endorsement by the Bailee of the equipment so tested.

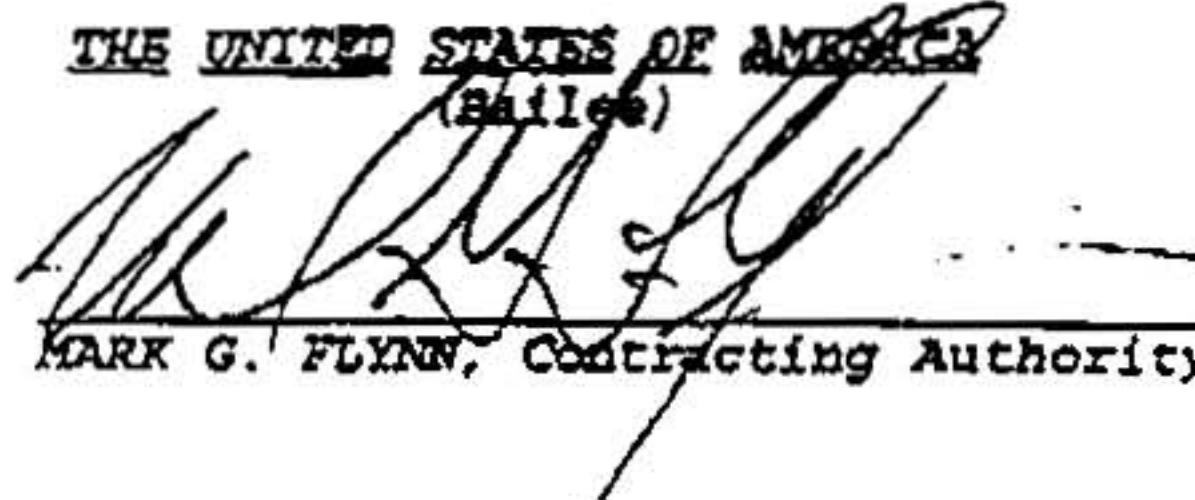
13. Manufacturer's representative is not required to be present when product is received by bailee.

14. General Provisions: The following FAR clauses are incorporated herein by reference with same effect as though set forth in full text.

<u>FAR PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-1(b)	Definitions	1991 SEP
52.203-5	Covenant Against Contingent Fees	1984 APR
52.233-1	Disputes	1991 DEC

15. Contractual Contents: This agreement consists of Clause 1 through 15 inclusive on pages 1 thru 4 inclusive and the Schedule attached.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written:

THE UNITED STATES OF AMERICA
(Bailee)

MARK G. FLYNN, Contracting Authority

Spectraserv, Inc.
(Seller)
BY: 
SIGNATURE

Steven A. Townsend
(Type Name)

President
(Title)

Spectraserv, Inc.
75 Jacobus Avenue
S. Kearny, New Jersey 07032

(Address)

Page 5 of 5
Bailment Nr 94-30A

SCHEDULE

1. (See Clause 1) The following property is bailed hereunder:

1 EA Composting System
1 EA Lab Equipment
1 EA Reel Augie

2. (See Clause 2) The service test location(s) is:

Whiteman AFB MO

3. (See Clause 3) The bailed property shall be delivered/shipped by the bailor to:

509 CES/CEV
930 Arnold Ave, ste 101
Whiteman AFB MO 65305-5022
Attn: Mr. ~~Steve~~ James M. Langley
(316) 637-7777, DSN 975-7777

The bailed property shall be addressed for return to Bailor's address unless purchased or otherwise stipulated or formally agreed to in writing for return elsewhere.

4. (See Clause 6) The duration of the bailment is: 7 months from delivery of last bailed item.

5. Point of Contact (POC) for the MEED Evaluating Activities:

MAJCOM MEED ACC-Langley AFB, Mr James Harley DSN 574-4408

MEMORANDUM FOR 509 SUPS/LGSMC

12-Jun-96

FROM: 509CES/CEVP

SUBJECT: SOLE SOURCE JUSTIFICATION

1. Request Spectraserv Compost System (SCS) receive a Brand Name/Sole Source procurement for the following reasons.

- Compost system is presently installed and operational on WAFB.
- Present operators are fully trained and proficient with the SCS.
- Thousands of dollars have been spent on support equipment specific to the SCS.
- Market research indicates the SCS technology is a one of a kind item and is not yet available elsewhere.
- SCS is the only in-vessel compost technology to be approved through the Air Force's management equipment evaluation Program (MEEP), meets EPA and FAA waste management regulations, exceeds industry standards for process time, and ins the most cost effective composting technology,

2. When compared to all other in-vessel and window composting technologies, the SCS provides several unique features. While other in-vessel processing systems (Ecobedminster, IPS, etc.) and (window methods (static pile and aerated (static pile) require 28 to 120 days of processing time and an additional 30 days for curing before the waste material is fully composted, the SCS converts organic wastes into a usable material (humus/compost) in 72 to 80 hours. This accelerated process time is due to the utilization of a unique drum reactor configuration and process control system. This minimal process time leads to lower capital and operation and maintenance costs, including less manpower requirements as compared to the other in-vessel and window compost systems. The higher material through-put of the SCS also allows for less land and building requirements than the other compost systems.

3. It is our opinion the Air Force is warranted in justifying sole brand/source status to the Spectraserv Compost System. Any questions please contact Mr. Steve Brockman at ext 687-6243


JAMES D. BROCKMEIER, GS-11
Pollution Prevention Chief

131

0017L-33

IMPAC CARD ORDER

DATE:

30 Jul 96

PROGRAM ELEMENT CODE: 11854

CONTROL NUMBER: P2, CE-5 Robynn F

WAFB UNIT APPROVAL/COORDINATION P2 VICKEY

ORDER PLACED TO:

COMPANY:

SPECTRASERVE
75 JACOBS AVE
SOUTH KEARNEY, NJ 07032

PHONE: (201) 589-0277

FAX: (201) 589-0415

CONFIRMED TO (PERSON): BILL KISH

NO DESCRIPTION, PKG, UNIT ETC	PART NO	PRICE	QUAN	EXTEN
1 Composting Equipment Service and rental, 17-18 Jul 96		\$488.50/day	2	\$ 977.00
TOTAL COST				\$ 977.00

Internal: PEC: 11854, CE 5

VISA Card No:

[]

Expiration Date:

Cardholder:

Arthur E. Kincaid

Art Kincaid/6264

STATUS: Complete



75 JACOBUS AVE., SO. KEARNY, N.J. 07032 (201) 589-0277

October 21, 1997

Capt. Kevin D. Bailey
Asst. Staff Judge Advocate
509 BW/JAC
509 Spirit Blvd., Suite 203
Whiteman AFB, MO 65305

**Re: Spectraserv In-Vessel Compost System
Sub-License/Non-Compete Agreement**

Dear Capt. Bailey:

With regard to your recent letter concerning the execution of an updated non-compete/sublicense agreement between the Whiteman AFB and Spectraserv, please be advised of our strong disagreement with your observation that our request to enter into such an agreement was made after the purchase of the In-Vessel Compost System.

For your information, confidentiality/nondisclosure agreements were executed by Air Force personnel in July, 1995 as a requirement of the utilization of the compost system during the MEEP demonstration project. Upon successful completion of the demonstration and the desire of the Base to maintain the system through a lease/purchase arrangement, all requested quotations (December, 1995 through February, 1996) stated that all agreements regarding confidentiality and/or disclosure of proprietary information are to remain in effect and would be part of any procurement arrangements.

Upon execution of the purchase option of the lease/purchase agreement executed between the parties on September 30, 1997, Spectraserv submitted updated documents the very next day for execution relative to the purchase of the system and change in personnel operating the process.

Finally, Spectraserv has, under the belief that the previous confidentiality/non-disclosure documents executed by Air Force personnel are in full force and effect, remained patient in its efforts to obtain the execution of the new documents. Repeated written and verbal inquiries over the last ten months have failed to produce either the required agreements or a discussion on the language presented.

-2-

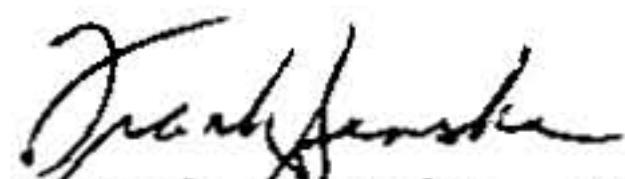
In an effort to facilitate our resolution of this issue, I have attached to this letter correspondence relevant to this case including copies of the previously executed documents, letters, and procurement forms. It should be noted that all rights to the Ag-Renu Technology(the composting system) has been contractually assigned to Spectraserv.

Further, certain obligations concerning the System hardware/software flow through Spectraserv to subcontractors and technology suppliers, such as McCusker Engineering. Failure to execute updated license/nondisclosure agreements between Spectraserv and Whiteman may cause actions to be taken by those third parties.

I am certain that you will determine from the documentation that the license/nondisclosure agreements have always been a part of the compost package from the MEEP demonstration to the final purchase. Although your office may have only recently become aware of this issue, Spectraserv maintains that these arrangements have been and continue to be in effect and that execution of the updated documents provided in October, 1996 will represent the current situation at Whiteman.

Thank you for your consideration of this information. Please contact either myself or Bill Kish, our Project Manager, to further discuss this issue. We look forward to working with you and resolving this matter.

Very truly yours,
Spectraserv Inc.


Frank Senske, P.E.
Vice President
Technical Services

cc: Bill Kish
Ag-Renu
McCusker Engineering

 SPECTRASERV

Water, Wastewater and Sludge Services