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**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**

*Global Power For America*

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

A handwritten signature in black ink, appearing to read "David R. Stinson". The signature is fluid and cursive, with a large initial "D" and "S".

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

**Attachment:**  
**Releasable Records**

**FOIA Case No.: 99-292**

Fridy - Skip McCloskey  
Mon - Bill Kish

Composter down since 23 August -  
still not corrected as of 28 Aug 96

WHITEMAN AIR FORCE BASE  
SHORT-TERM LEASE PRICING  
for  
IN-VESSEL COMPOSTING SYSTEM & EQUIPMENT  
February 1, 1996

TERM OF LEASE:

Six (6) months:

~~April 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.

*no longer have the tub... extra...*

MONTHLY LEASE PRICE:

~~\$4,650.00 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. YES. Buyout available 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

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:

~~\$6,215.00 per month~~

LEASE PRICE APPLIED TO PURCHASE PRICE:

Yes (at 75%)

PURCHASE PRICE (adjusted by applied lease payment %):

End of Year One ~~(\$129,165.00)~~

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

End of Year Two ~~(\$64,746.00)~~

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

End of Year Three ~~(\$1.00)~~

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

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**STAFF SUMMARY SHEET**

	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE		TO	ACTION	SIGNATURE (Surname), GRADE AND DATE
1	509CPTS/ FMA	Coord	<i>[Signature]</i> 20 May 96	6			
2	509CES/ DCE	Sign	<i>[Signature]</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	DATE
Lease to Buy Invesel Composting System	20 May 96

**SUMMARY**

- At Tab 1, is the proposed Lease Versus Buy analysis for the Invesel Composting System.
- RECOMMENDATION.** 509 CES/DCE sign the proposed analysis.

1 Tab  
1. Analysis

  
**ELIZABETH L. JONES**  
 Financial Analyst

6

4/1/96

(See telecon with Frank Leuck)

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.

*none*

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.

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### 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 04 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 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& 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: *Scott Simon*

Title/Rank: *GS 9*

Date: *July 17-95*

AG-84-1995 10:40

ENVIRONMENTAL FLIGHT

P.03



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 herei 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 Moeke.

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 A. Lynch  
Title/Rank: WG-5  
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 Meaker.

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: *Henry H. Smith*  
Title/Rank: *W-05*  
Date: *17 JULY 95*

----- 75

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. P00001	2. EFFECTIVE DATE 96SEP30	3. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	4. PROJECT NO. (if applicable)
5. ISSUED BY 509TH CONTRACTING SQUADRON 850 ARNOLD AVE SITE 2 WHITEMAN AFB MO	6. CODE 65305-5054	7. ADMINISTERED BY (if other than Item 6)	8. CODE

9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)  SPECTRASERVE INC 75 JACOBS AVENUE S. KEARNEY NJ 07032	10. FACILITY CODE 006LS55	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (See item 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X F23605960029 10B. DATED (See item 13) 96SEP30
--	------------------------------	--

THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers 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 6 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on 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 opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

5763400 306 7888 234416 01 639 677100 A09118 S96-1382

NET INC 207752.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT 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.

9B. 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).

9C. This supplemental agreement is entered in pursuant to authority of:

9D. Other (Specify type of modification and authority)  
X UNILATERAL IAW CLAUSE I-56, OPTION TO PURCHASE EQUIPMENT

9E. IMPORTANT: Contractor (X) is not, ( ) is required to sign this document and return \_\_\_ copies to the issuing office.

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

POC: DEMKEY VICKI  
PHONE: 8166875425

SEE SCHEDULE

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  15B. CONTRACTOR OFFEROR	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GEORGE A. CROMER	15C. DATE SIGNED
--	------------------	--	------------------

15B. CONTRACTOR OFFEROR	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>George A. Cromer</i> Signature of Contracting Officer	15C. DATE SIGNED 96SEP30
-------------------------	------------------	---	-----------------------------

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

17

SERVE INC

NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	W023151 F75CES62570700 PRI: 08	1	EA	287752.00	287752.00

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 COM-  
 PUTER OPERATED INVESSEL COMPOSTING  
 SYSTEM.

END PAGE

96 FRI 13:55

509 CONS WHITEMAN AFB

FAX NO. 8168875412

1. SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFICE TO COMPLETE BLOCKS 17, 17.23, 24, & 30		1. ACQUISITION NUMBER SEE SCHEDULE 3		PAGE 1 OF 70	
2. CONTRACT NO. F23606 96C0029		3. ALLARD/RESPONSIVE DATE 30 SEP 96		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL		8. NAME DENKEY VICKI /SERVICES		5. SOLICITATION NUMBER F23606 96 R 0 1 414	
9. ISSUED BY 500TH CONTRACTING SQUADRON 850 ARNOLD AVE BTP 2 WHITEMAN AFB MO 653055054		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE X FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DIVERSITY BUS <input type="checkbox"/> (SBA) OTHER VEE SIC: 7399 SIZE STANDARD: S 5,000,000		6. TELEPHONE NUMBER (816)687-5425 (NO COLLECT CALLS)	
13. DELIVER TO SEP SCHEDULE B		14. ADMINISTERED BY		7. OFFER DUE DATE LOCAL TIME 26 SEP 96 / 4:30 PM	
17a. CONTRACTOR/ OFFICER SPECTRASERV INC. 75 Jacobus Avenue Skearny, NJ 07032 TELEPHONE BY (201) 589-0277		18. PAYMENT WILL BE MADE BY		8. DISCOUNT TERMS NA	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY DAO-DE Whiteman FS 509 Mitchell Ave., Ste 216 Whiteman AFB, MO 65305-5260		9. DISCOUNT TERMS NA	
19. TYPE NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
				22. UNIT	
				23. UNIT PRICE	
				24. AMOUNT	
ACCEPTANCE PERIOD IS 60 CALENDAR DAYS					
OFFER RESTRICTED PLEASE PROVIDE DUNS NUMBER FACSIMILE PROPOSAL WILL BE ACCEPTED COMPLETION OF REPRESENTATIONS AND CERTIFICATIONS IN SECTION E IS REQUIRED (Attach additional sheets as necessary)					
25. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G			26. TOTAL AWARD AMOUNT (For Gov Use Only) \$486.46		
27a. SOLICITATIONS INCORPORATED BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA 1, 2, 3, 4, 5, 6, 7, 8, 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 ARE NOT ATTACHED.					
27b. CONTRACT/PURCHASE ORDER INCORPORATED BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA 1, 2, 3, 4, 5, 6, 7, 8, 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 ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO FURNISH 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: FAR DATED _____ OF YOUR OFFER OR SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 000		
30a. SIGNATURE OF OFFICER/CONTRACTOR <i>Frank Senske</i>			31a. UNITED STATES OF AMERICA/CULTURE OF CONTRACTING OFFICE GEORGE SA. CROMER <i>George Cromer</i>		
30b. NAME AND TITLE OF OFFICER Frank Senske VP		30c. DATE SIGNED 09/24/96		31b. NAME OF CONTRACTING OFFICER	
30d. DATE SIGNED		31c. DATE SIGNED 96 SEP 30			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.		33. SHIP NUMBER.		34. VOUCHER NUMBER.	
35. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> NONE		37. CHECK NO.	
36a. DATE		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42a. RECEIVED BY (PRINT)		40. PAID BY	
41b. DATE		42b. RECEIVED BY (LOCATION)		43a. DATE RVC(DTTN000)	
		42c. DATE RVC(DTTN000)		43b. TOTAL CONTENTS	

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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, 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 ~~F23005~~ 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	<u>\$ 201,917.00</u>
"	30 NOV 1996	<u>\$ 196,082.00</u>
"	31 DEC 1996	<u>\$ 190,247.00</u>
"	31 JAN 1997	<u>\$ 184,411.00</u>
"	28 FEB 1997	<u>\$ 178,576.00</u>
"	31 MAR 1997	<u>\$ 172,741.00</u>
"	30 APR 1997	<u>\$ 166,906.00</u>
"	31 MAY 1997	<u>\$ 161,071.00</u>
"	30 JUN 1997	<u>\$ 155,236.00</u>
"	31 JUL 1997	<u>\$ 149,400.00</u>
"	31 AUG 1997	<u>\$ 143,565.00</u>
"	30 SEP 1997	<u>\$ 137,730.00</u>

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

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)

0003

	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 1997	<u>\$ 131,895.00</u>
"	30 NOV 1997	<u>\$ 126,060.00</u>
"	31 DEC 1997	<u>\$ 120,225.00</u>
"	31 JAN 1998	<u>\$ 114,390.00</u>
"	28 FEB 1998	<u>\$ 108,554.00</u>
"	31 MAR 1998	<u>\$ 102,719.00</u>
"	30 APR 1998	<u>\$ 96,884.00</u>
"	31 MAY 1998	<u>\$ 91,049.00</u>
"	30 JUN 1998	<u>\$ 85,214.00</u>
"	31 JUL 1998	<u>\$ 79,379.00</u>
"	31 AUG 1998	<u>\$ 73,543.00</u>
"	30 SEP 1998	<u>\$ 67,708.00</u>



SOLICITATION NUMBER ~~523506~~ 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  
SECTION 8  
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 65305-3320. The contract Administrator for the contract can be reached by telephone at (816) 687-5425 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 (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. 65305-3260  
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 REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS JAN 1996  
 (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).

PAGE 9 of 20  
 SOLICITATION NUMBER **FZ3006** 96 R 0 1 4 4

(b) The Contractor agrees to comply with the FAR and FRM 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 1 (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. 428).
- (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. 2501-2507).
- (12) 52.228-18, European Union Sanctions for the Products (P.O. 12849).
- (13) 52.228-19, European Union Sanctions for Services (E.O. 12849).
- (14) 52.228-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 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) 201-39.5202-3, Procurement Authority (FIPRA). This acquisition is being conducted under \_\_\_\_\_ delegation of OPA's exclusive procurement authority for FIP requirements. The specific OPA BPA 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 1966, As amended (41 U.S.C. 351, et seq.).
- (2) 52.222-62, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 401, 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.).

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SOLICITATION NUMBER: FZ3806 96 R 0 1 4 4

- (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, 308 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 addendum to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-24, Equal Opportunity (E.O. 11246);  
(2) 52.242-35, 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. 174).  
(4) 52.247-44, 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).

1-416. 52.232-20 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS APR 1989  
(1AW FAR 52.902(d))

WARF 11 of 20  
SOLICITATION NUMBER **FZ5606** 96 R 0 1 4

1A-131. 252.212-7901 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (15 CFR 252.201(f)(1)(v)) NOV 1995

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.217-7023, 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 1) (Section 9004, Pub. L. 101-165 (10 U.S.C. 7301 (repealed) note)).
- 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (Alternate 1) (15 U.S.C. 644).
- 252.219-7003 Small Business and Small Disadvantaged Business subcontracting plan (DoD Contracts) (15 U.S.C. 637).
- 252.219-7009 Incentive for Subcontracting with Small Business, Small Disadvantaged Business, Historically Black Colleges and Universities and Minority Institutions (Alternate 1) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- 252.219-7006 Notice of Evaluation Preferences for Small Disadvantaged Business Concerns (Alternate 1) (15 U.S.C. 644).
- 252.225-7001 Buy American Act and Balance of Payment Program (10 U.S.C. 10, E.O. 10542).
- 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).
- 252.225-7019 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 (28 U.S.C. 2752).
- 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(c)(3)).
- 252.225-7024 North American Free Trade Agreement Implementation Act.
- 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

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SOLICITATION NUMBER **F23606** 96 R 0144

- \_\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2521).
- x   252.228-7000 Certification of Claims and Requests for Adjustment or Relief (10 U.S.C. 2410).
- \_\_\_\_\_ 252.242-7002 Submission of Commercial Freight Bills for Audit (41 U.S.C. 6726).
- \_\_\_\_\_ 252.247-7024 Verification of Transportation of Supplies by Sea (10 U.S.C. 2631).
- \_\_\_\_\_ 252.249-7001 Verification of Substantial Impact on Employment (10 U.S.C. 2501 notes).
- \_\_\_\_\_ OPTION TO EXTEND THE TERM OF THE CONTRACT (BAR 1909)(FAR 52.217-9; 17.208 (g))(DEVIATION ACC FAR SUP 5317.208)

(x) (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.

SOLICITATION/CONTRACT/ORDER FOR COMMERICAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		J V1C		1. REQUISITION NUMBER SEE SCHEDULE	PAGE 1 OF 20		
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER F23606 96 R 0144	6. SOLICITATION ISSUE DATE 20 SEP 96			
7. FOR SOLICITATION INFORMATION CALL:	a. 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  509TH CONTRACTING SQUADRON 850 ARNOLD AVE SITE 2 WHITEMAN AFB MO 653055054	CODE   F23606	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUS <input type="checkbox"/> 8(A) OTHER *** SIC: 7359 SIZE STANDARD: \$ 5,000,000		11. DLVRY FOR FOB DEST UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHED <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS 13b. RATING DO A1 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	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   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							
**** 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)							
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. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> 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. <input checked="" type="checkbox"/>			29. AWARD OF CONTRACT: REF _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>				
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			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.		33. SHIP NUMBER. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER.	35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NR.			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		38. S/R ACCOUNT NR.	39. S/R VOUCHER NR.	40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (PRINT)					
		42b. RECEIVED BY (LOCATION)					
		42c. DATE RVCD(YMMDD)	42d. TOTAL CONTRNS				



ing burden for this collection of information is estimated to average 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

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, 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 IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (IAW DFARS 212.301(f)(iv)) NOV 1995

(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.C.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 Adjustanet 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 toption 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

(ii) 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:

(i) 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)

(ii) 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, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, 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.

1. SOURCE OF FUNDS  
2. FUND NUMBER  
3. FUND TITLE  
4. FUND CLASSIFICATION  
5. FUND ACCOUNT NUMBER

6. TELEPHONE NUMBER  
7. OFFICE USE  
8. DATE

9. ISSUED BY  
EARTH CONTRACTING SYSTEMS  
10. ADDRESS AND CITY  
11. PHONE NUMBER

10. THIS ACQUISITION IS  
11. UNRESTRICTED  
12. SET ASIDE 00.00% FOR BLOCK IS MARKED  
13. SMALL BUSINESS  
14. SMALL BUSINESS  
15. 8-01

11. DELIVERY FOR FORT 12. DISCOUNT TERMS  
13. DESTINATION UNLESS  
14. 1000 & 90 DAYS  
15. NET 30  
16. THIS CONTRACT IS A FATED ORDER  
17. WHERE NEAR 315 ONE 710

16. ADMINISTERED BY  
SEE BLOCK 3

18. PAYMENT WILL BE MADE BY  
19. DEPT OF DEFENSE  
20. MAX FUL 170000  
21. 555 MITCHELL AVE SUITE 210  
22. WASHINGTON DC 20540

13. BAIRING  
14. METHOD OF SOLICITATION  
15. RFQ 16. 17. 18. 19.

23. CHECK OF...  
24. DIFFERENT AND PUT...  
25. CHECKED...  
26. IDENTIFIED...

18. PAYMENT WILL BE MADE BY  
19. DEPT OF DEFENSE  
20. MAX FUL 170000  
21. 555 MITCHELL AVE SUITE 210  
22. WASHINGTON DC 20540

18. PAYMENT WILL BE MADE BY  
19. DEPT OF DEFENSE  
20. MAX FUL 170000  
21. 555 MITCHELL AVE SUITE 210  
22. WASHINGTON DC 20540

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

27. SEE ATTACHED SCHEDULES  
28. ITEMS  
29. DELIVER TO SPO...  
30. 15

31. COPIES TO  
32. ALL ITEMS SET  
33. SHEETS SUBJECT TO  
34. ADDITIONS OF CHANGE...

35. UNITED STATES OF AMERICA  
36. SIGNATURE OF CONTRACT OFFICER

37. SIGNATURE OF CONTRACTOR  
38. Frank Senske

39. NAME OF CONTRACTING OFFICER  
40. G. CHERRY

41. NAME OF CONTRACTING OFFICER  
42. G. CHERRY

43. DATE  
05/10/96

44. SHIP NUMBER  
45. DOCKER NUMBER

46. SHIP NUMBER  
47. DOCKER NUMBER

48. RECEIVED BY (PRINT)  
49. RECEIVED AT (LOCATION)

50. PAYMENT  
51. COMPLETE  
52. PARTIAL  
53. FINAL

54. DATE  
55. YEAR

56. DATE  
57. YEAR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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\*\*\*\*\* THIS CONCERNS 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"

52.202-2 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 (48 CFR CHAPTER 1) CLAUSES

52.203-3 GRATUITIES (APR 1984)

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

52.202-3 (CONVIC) LABOR (APR 1984)

52.202-26 EQUAL OPPORTUNITY (APR 1984)

52.202-48 SERVICE CONTRACT ACT OF 1965, AS AMENDED--CONTRACTS OF \$2,500 OR LESS (MAY 1989)

52.202-1 PAYMENTS (APR 1984)

52.202-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

52.202-25 PROMPT PAYMENT (APR 1989)

52.202-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)

52.204-1 CONTRACTS INSPECTION REQUIREMENTS (APR 1984)

52.204-15 RESPONSIBILITIES FOR SUPPLIES (APR 1984)

52.209-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APR 1984)  
 ORDERS EXCEEDING \$2,500

52.214-8 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (ORDERS EXCEEDING \$2,500) (FEB 1990)  
 ORDERS EXCEEDING \$2,500

52.212-15 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (ORDERS EXCEEDING \$10,000) (APR 1984)

52.212-16 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (ORDERS EXCEEDING \$2,500) (APR 1984)

52.212-11 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)  
 ORDERS EXCEEDING \$2,500

52.212-40 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 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 OF 1952.

(THIS STATEMENT IS FOR INFORMATION ONLY)

IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS	MONTHLY 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

52.204-27 FINANCIAL STATEMENTS--FIXED PRICE (AUG 1987)

52.204-27 ASSESSMENT OF CLAIMS (JUN 1986)

52.209-4 TERMINATION FOR CONVICTION OF THE GOVT (APR 1984)

52.209-4 TERMINATION FOR CONVICTION OF THE GOVT (APR 1984)

Frank Senske, Vice President

05/10/96

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 #9.

01 W01596101 F750ES61030100 1 83 10054.0000 10054.00

PS1: 08

(CONTINUED)

BEST AVAILABLE COPY

51

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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CONT'D)

\*\*\*\*\* THIS CONFIRMS ORDER PLACED WITH BILL NISH ON 96 MAY 83  
 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT \*\*\*\*\*

LEASE OF INVESSEL COMPOSTING SYSTEM  
 LEASE ONE IN-VESSEL COMPOSTING REACTOR  
 SYSTEM AND APPURTENANCES INCLUDING REACT  
 OR DRUM, PERATION SYSTEM, HYDRAULIC  
 POWER DISTRIBUTION PACK, RACK LINE ASSEM


BY. PROCESS CONTROL SYSTEM (HARDWARE  
 AND SOFTWARE) FEE FOR THIS LEASE IS TO  
 BE \$18,654.88 FOR THE PERIOD OF 16 MAY  
 1996 THROUGH 15 JUN 1996. P.O.C. FOR  
 THIS WILL BE STEVE BROCKMAN, 667-6243.

92	W0559010	F75CE5G1030101	1	EA	4000.0000	4000.00
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PAGE 08

LEASE OF INVESSEL COMPOSTING SYSTEM  
 LEASE FOR A REEL RAGIE MIXER FOR THE  
 PERIOD OF 16 MAY 1996 THROUGH 15 JUN

1996. THE FEE FOR THIS LEASE WILL BE  
 \$4000.00. P.O.C. FOR THIS LEASE IS  
 STEVE BROCKMAN, 667-6243.



Frank Senske-Vice President

05/10/96

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

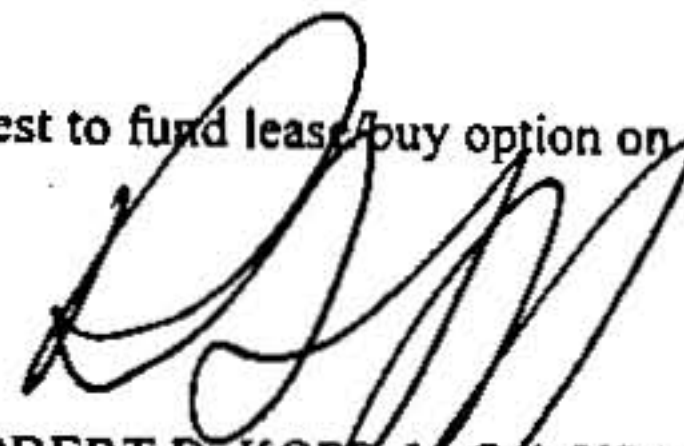
24 JUL 96

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. KORP, Lt Col, USAF  
Commander, 509 Civil Engineering Squadron

*approved*

*Geary Crom*

1996 JUL 24 11 10 AM  
509th Support Group

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

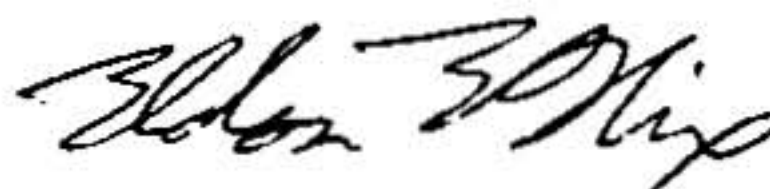
17 Jul 96

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





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

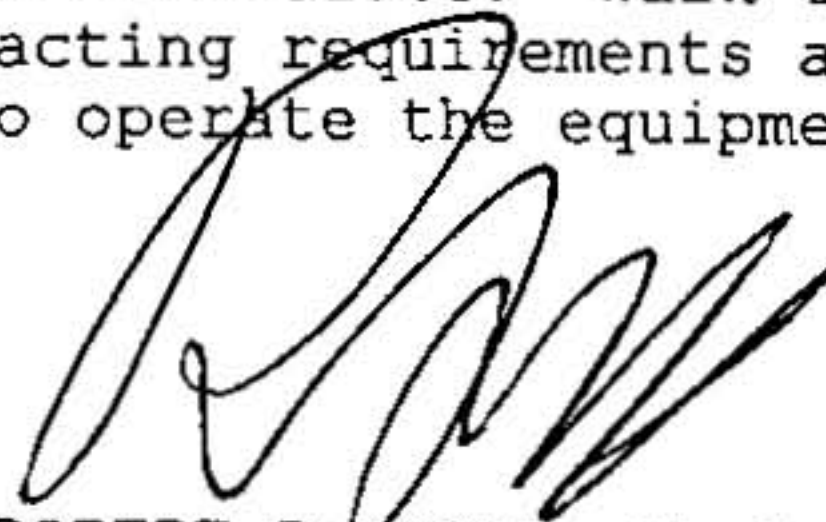
18 Apr 96

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 wastewhich 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

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 reck 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  
RRRP Manager

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

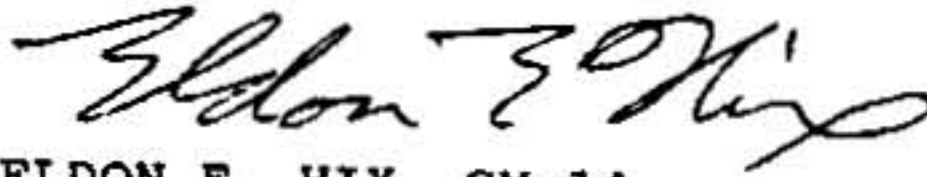
24 January 1996

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

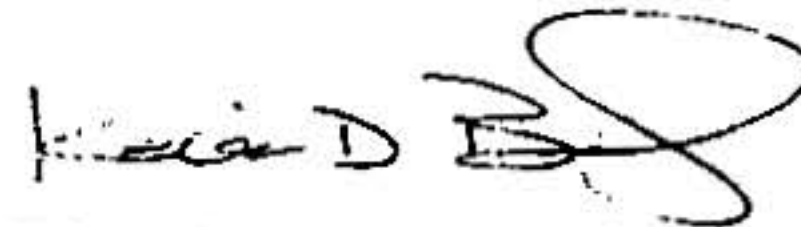
509 BW/JAC  
509 Spirit Blvd, Ste 203  
Whiteman AFB, MO 65305

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

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

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CC:

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Urgent  For Review  Please Comment  Please Reply  Please Recycle

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**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 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. \*\*\*\*\*

6

GEORGE A. CROMER  
Contracting Officer

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

## **Fax Cover Sheet**

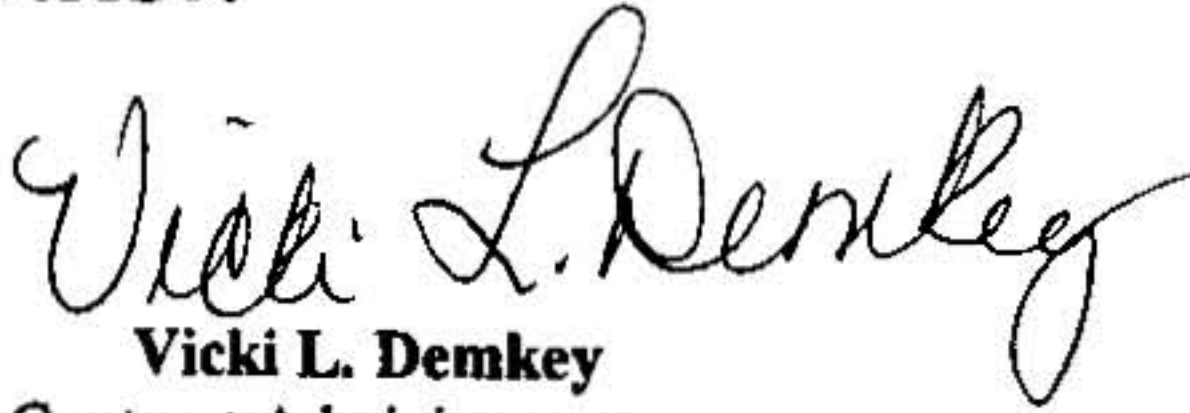
**DATE:** Tuesday, June 18, 1996                      **TIME:** 10:18 AM  
**TO:** Bill Kish    **PHONE:** 201-589-0277  
Spectraserv    **FAX:** 201-589-0415  
**FROM:** Vicki L. Demkey, DAFC                      **PHONE:** (816) 687-5425  
509th Contracting Squadron                      **FAX:** (816) 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 rack 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 Meaker (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 AFB.

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 AFB under this agreement, as well as all copies of them made by WHITEMAN AFB 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 AFB 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 AFB under this Agreement, as well as all copies of them made by WHITEMAN AFB 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 AFB.

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 AFB 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 AFB 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 APP 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.

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## MEMORANDUM

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

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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**

15 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

 **SPECTRASERV**

**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 cursive script, 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: \_\_\_\_\_



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. Senke  
SPECTRASERV

Phone

Fax Phone (516) 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.  
 MY QUESTIONS, please CONTACT Bill Kish  
 This week AT (210) 222-1400. THANKS,  
 FRANK..

78



SOLICITATION/CONTRACT/G ORDER FOR COMMERCIAL ITEM } 1. REQUISITION NUMBER } PAGE 1 OF 3  
OFFEROR TO COMPLETE BLD KS 12, 17, 23, 24 & 30 } SEE SCHEDULE }  
CONTRACT NO. } 13. AW. } /EFFECTIVE DATE } 4. ORDER NUMBER } 5. SOLICITATION NUMBER } 6. SOLICITATION  
ISSUE DATE }  
2360696M8147 } 96 AUG 14 } } } }  
FOR SOLICITATION) a. NAME } b. TELEPHONE NUMBER } 8. OFFER DUE  
INFORMATION CALL } } } DATE/LOCAL TIME }  
}

ISSUED BY }  
99TH CONTRACTING SQUADRON }  
50 ARNOLD AVE SITE 2 }  
WHITEMAN AFB MO 65305-5054 }  
HENKEY VICKI SERVICES 816 687-5425 }

10. THIS ACQUISITION IS } 11. DELIVERY FOR FOB } 12. DISCOUNT TERMS  
} UNRESTRICTED } DESTINATION UNLESS }  
} SET ASIDE 00000% FOR } BLOCK IS MARKED } .000 % 00 DAYS  
} SMALL BUSINESS } SEE SCHEDULE } NET 30  
} SMALL DISADV BUS } 13a. THIS CONTRACT IS A RATED ORDER  
} 8(A) } UNDER DPAS (15 CFR 700)  
} SIC: } 13b. RATING }  
} SIZE STANDARD: } 14. METHOD OF SOLICITATION }  
} } } 15. RFP } IFB } RFP }

DELIVER TO } F75CES  
BASE CIVIL ENGINEER }  
MRK FOR: F75CES F23606 96M8147 }  
30 ARNOLD STE 101 BLD 705 }  
WHITEMAN AFB MO 65305 }  
CONTRACTOR/OFFEROR CODE } ONA/255 } FACILITY CODE } }

16. ADMINISTERED BY }  
SEE BLOCK 9 }

SPECTRASERVE  
75 JACOBUS AVENUE  
S. KEARNEY NJ 07032  
TELEPHONE NO. 201-589-0277 }

18a. PAYMENT WILL BE MADE BY } F75CES  
DAO DE WHITEMAN FS }  
MRK FOR: F75CES F23606 96M8147 }  
555 MITCHELL AVE SUITE 212 }  
WHITEMAN AFB MO 65305-5260 }

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

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

19. } 20. }  
ITEM NO. } SCHEDULE OF SUPPLIES/SERVICES }

21. } 22. } 23. } 24. }  
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 \*\*\*\*\*

SEE ATTACHED SCHEDULE(S)  
ITEMS: 2  
DELIVER TO FOB POINT BY: 96 SEP 30

ACCOUNTING AND APPROPRIATION DATA }  
63400 306 7888 234424 01 47315 677100 A89118 596-1145 }

26. TOTAL AWARD AMOUNT (for Govt. Use Only) }  
20516.00 }

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 and 52.212-5 ARE ATTACHED, ADDENDA } ARE  
} ARE NOT ATTACHED }  
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 is attached ADDENDA } ARE  
} ARE NOT ATTACHED }

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN } COPIES TO } 29. AWARD OF CONTRACT: REFERENCE } 9601146 }  
ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER } ALL ITEMS SET } } OFFER DATED } YOUR OFFER ON }  
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO } SOLICITATION (BLOCK 5), INCLUDING ANY }  
THE TERMS AND CONDITIONS SPECIFIED HEREIN. } ADDITIONS OR CHANGES WHICH ARE SET FORTH }  
} HEREIN, IS ACCEPTED AS TO ITEMS: }

a. SIGNATURE OF OFFEROR/CONTRACTOR }  
}

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
George A. Cromer

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

31b. NAME OF CONTRACTING OFFICER (TYPE/PRINT) } 31c. DATE SIGNED }  
GEORGE A. CROMER } 15 Aug 96 }

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

33. SHIP NUMBER } 34. VOUCHER NUMBER } 35. AMOUNT VERIFIED }  
} } CORRECT }  
PARTIAL } FINAL }

b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE } 32c. DATE }  
}

36. PAYMENT } 37. CHECK NUMBER }  
COMPLETE } PARTIAL } FINAL }  
38. S/R ACCOUNT NUMBER } 39. S/R VOUCHER NUMBER } 40. PAID BY }

c. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT }  
}

42a. RECEIVED BY (PRINT) }  
}

d. SIGNATURE AND TITLE OF CERTIFYING OFFICER } 41c. DATE }  
}

42b. RECEIVED AT (LOCATION) }  
42c. DATE REC'D YY/MM/DD } 42d. TOTAL CONTAINERS }

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 \*  
 \*\*\*\*\*

"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 (APR 1984)  
 [ORDERS EXCEEDING \$2,500]
- 52.219-8 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS [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.

001 4835981U1 F75CE562270100 1 EA 16296.1800 16296.18

PRI: 08

( CONTINUED )

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 DIST-  
 RIBUTION, 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,  
 816-687-6243.

*1507/16*

002 W035901V1 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, 816-687-6243.

But-Out Figures for the Composting System \$197,900.  
 Reel Augie \$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 Demley</u>
COMPANY:	<u>Contracting</u>
CITY:	_____
FAX#:	<u>816-687-5417</u>

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

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.

1. REQUISITION NUMBER ] PAGE 1 OF 3  
SEE SCHEDULE ]  
5. SOLICITATION NUMBER] 6. SOLICITATION ISSUE DATE ]  
b. TELEPHONE NUMBER ] 18. OFFER DUE DATE/LOCAL TIME ]

10. THIS ACQUISITION IS ] 11. DELIVERY FOR FOB] 12. DISCOUNT TERMS ]  
] UNRESTRICTED ] DESTINATION UNLESS ]  
] SET ASIDE 00000% FOR ] BLOCK IS MARKED ] .800 % 90 DAYS ]  
] SMALL BUSINESS ] ] SEE SCHEDULE ] NET 30 ]  
] SMALL DISADV BUS] ] 13a. THIS CONTRACT IS A RATED ORDER ]  
] 8(A) ] UNDER DPAS (15 CFR 700) ]  
SIC: ] 13b. RATING ]  
SIZE STANDARD: ] 14. METHOD OF SOLICITATION ]  
] ] RFP ] ] IFB ] ] REP ]

15. DELIVER TO ] F75CES ] 16. ADMINISTERED BY ]  
BASE CIVIL ENGINEER ] SEE BLOCK 9 ]  
MRK FOR: F75CES F23606 96MB132 ]  
930 ARNOLD STE 101 BLD 705 ]  
WHITEMAN AFB MD 65305 ]

a. CONTRACTOR/OFFEROR CODE ] 0MUH255 ] FACILITY CODE ]  
SPECTRASERVE ] 18a. PAYMENT WILL BE MADE BY ] F75CES ]  
75 JACOBUS AVENUE ] DAO DE WHITEMAN FS ]  
S. KEARNEY NJ 07032 ] MRK FOR: F75CES F23606 96MB132 ]  
TELEPHONE NO. 201-589-8277 ] 555 MITCHELL AVE SUITE 212 ]  
WHITEMAN AFB MD 65305-5260 ]

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ] ] SEE ADDENDUM ]

19. ]	20. ]	21. ]	22. ]	23. ]	24. ]
ITEM NO. ]	SCHEDULE OF 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 \*\*\*\*\*

SEE ATTACHED SCHEDULE(S) ]  
ITEMS: 2 ]  
DELIVER TO FOB POINT BY: 96 AUG 19 ]

5. ACCOUNTING AND APPROPRIATION DATA ] 25. TOTAL AWARD AMOUNT (for Govt. Use Only) ]  
5763480 306 7888 235124 01 47315 E77100 W/O 89118 5-1053 ] 14654.00 ]

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 and 52.212-5 ARE ATTACHED. ADDENDA ] ] ARE ]  
] ] ARE NOT ATTACHED ] ] ] ARE ]  
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 is attached. ADDENDA ] ] ARE ]  
] ] ARE NOT ATTACHED. ] ] ] ARE ]

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ] 29. AWARD OF CONTRACT: REFERENCE 9601053 ]  
ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET ] ] OFFER DATED \_\_\_\_\_ YOUR OFFER CAN ]  
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO ] SOLICITATION (BLOCK 5), INCLUDING ANY ]  
THE TERMS AND CONDITIONS SPECIFIED HEREIN. ] ADDITIONS OR CHANGES WHICH ARE SET FORTH ]  
] HEREIN, IS ACCEPTED AS TO ITEMS: ]

a. SIGNATURE OF OFFEROR/CONTRACTOR ] 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) ]  
*Frank Senske* ] *G. Crumey* ]

b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) ] 30c. DATE SIGNED ] 31b. NAME OF CONTRACTING OFFICER (TYPE/PRINT) ] 31c. DATE SIGNED ]  
Frank Senske, Vice President ] 07/23/96 ] G. CRUMEY/ ]

a. QUANTITY IN COLUMN 21 HAS BEEN ] 33. SHIP NUMBER ] 34. VOUCHER NUMBER ] 35. AMOUNT VERIFIED ]  
] RECEIVED [ ] INSPECTED [ ] ACCEPTED AND CONFORMS TO THE ] ] ] ] CORRECT FOR ]  
CONTRACT, EXCEPT AS NOTED ] ] ] ] ]

b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE ] 32c. DATE ] 36. PAYMENT ] 37. CHECK NUMBER ]  
] ] ] ] ]  
] ] ] ] ]  
] ] ] ] ]

a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT ] 38. S/R ACCOUNT NUMBER ] 39. S/R VOUCHER NUMBER ] 40. PAID BY ]  
] ] ] ] ]  
] ] ] ] ]

b. SIGNATURE AND TITLE OF CERTIFYING OFFICER ] 41c. DATE ] 42a. RECEIVED BY (PRINT) ]  
] ] ] ] ]  
] ] ] ] ]  
] ] ] ] ]  
] ] ] ] ]

42b. RECEIVED AT (LOCATION) ]  
] ] ] ] ]  
] ] ] ] ]  
] ] ] ] ]  
] ] ] ] ]  
] ] ] ] ]  
] ] ] ] ]  
] ] ] ] ]

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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\*\*\*\*\* 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)  
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- 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)

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 [ORDERS EXCEEDING \$2,500]
- 52.219-8 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS [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 (MAY 1989)  
 [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 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
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"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

- 52.243-1 CHANGES--FIXED PRICE (AUG 1987)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.249-4 TERMINATION FOR CONVICTION OF THE GOV'T (APR 1984)
- 52.249-8 DEFENSE (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.

001	W035901V1	F75CE562000200	1	EA	18654.0000	18654.00
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PRI: 08

( CONTINUED )

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

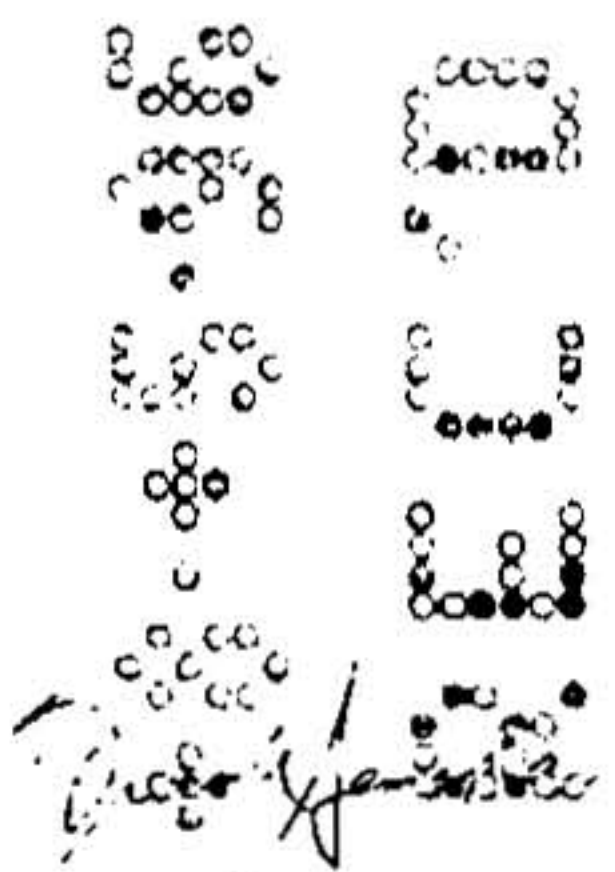
LEASE OF INVESSEL COMPOSTING SYSTEM  
 SERVICES, NON-PERSONAL: LEASE OF IN-  
 VESSEL COMPOSTING SYSTEM EFFECTIVE  
 19 JULY 1996 THROUGH 19 AUG 1996 WITH  
 ONE INVESSEL COMPOSTING REACTOR SYSTEM &  
 APPURTENANCES INCLUDING REACTOR DRUM

AERATION SYSTEM, HYDRAULIC POWER DIST-  
 RIBUTION, 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 BROCK-  
 MAN, 687-6243.

002	4035901U1	F75CES62000201	1	EA	4800.0000	4800.00
		PRI: 08				

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: \$201563.00  
 REEL AUGIE: \$11,685.00



Frank Senske, Vice President

07/23/96

# ORIGINAL INVOICE

No. **13515**  
DATE July 23, 1996

Attn: Art Kincaid



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

CUSTOMER #

DAO DE WHITEMAN FS CODE F75CES  
MRK FOR: F75CES F23606 96MB894  
SOLD TO 555 Mitchell Ave. - Suite 212  
WHITEMAN AFB, MO 65305-5260

Base Civil ENGINEER  
MRK FOR: F75CES F23606 96MB894  
930 Arnold Ste. 101 Bldg. 705  
Whiteman AFB, MO 65305

ATT: Vicki Denkey

OUR PROJECT NO.	YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	Rate Class
BR717/18			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*

*Attn: Bill Kish*

SUBTOTAL 977.00

TAX

TOTAL 977.00



**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 Demkey, DAFC</u>
COMPANY:	<u>509th Contracting Squad</u>
CITY:	<u>White Oak AFB</u>
FAX#:	<u>(816) 687-5418</u>

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

TOTAL PAGES INCLUDING COVER:	
------------------------------	--

Reference:	<u>June/July Lease</u>
------------	------------------------

Comments:	<u>Please find the enclosed signed paperwork.</u>
	<u>Bill</u>

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 FOR SUPPLIES FOR COMMERCIAL ITEMS  
 OFFENSE IS COMPLETE BLOCKS 12, 17, 23, 24, 30  
 3. AWARD/EFFECTIVE DATE 01 JUN 96  
 ORDER NUMBER 001-24-1000  
 55 JUN 14  
 NAME  
 INFORMATION CALL

1. REQUISITION NUMBER 1 PAGE 1 OF 1  
 SEE SCHEDULE  
 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
 10. TELEPHONE NUMBER 11. OFFER DATE/LOCAL TIME

ISSUED BY  
 589TH CONTRACTING SQUADRON  
 550 ARNOLD AVE SITE 2  
 WHITEMAN AFB MO 65305-5054  
 DEB-ET VIKI SERVICES 814 687-5425

11. DELIVERY FOR FORT 12. DISCOUNT TERMS  
 1 UNRESTRICTED 1 DESTINATION UNLESS 1 300 % 90 DAYS  
 1 SET ASIDE 808004 FOR BLOCK IS MARKED NET 30  
 1 SMALL BUSINESS 1 1 SEE SCHEDULE  
 1 SMALL DISCOUNT 1 113a. THIS CONTRACT IS A RATED OFFER  
 1 800 UNDER DPAS (15 CFR 700)  
 113b. RATING  
 114. METHOD OF SOLICITATION  
 1 1 BFO 1 1 IFB 1 1 SFF

DELIVER TO  
 ENGINEER  
 550 ARNOLD AVE 191 BLD 735  
 WHITEMAN AFB MO 65305  
 CONTRACTOR/PURCHASER CODE 1 2 3 4 5 6 7 8 9 0  
 589TH CONTRACTING SQUADRON  
 550 ARNOLD AVE  
 WHITEMAN AFB MO 65305  
 TELEPHONE NO. 814-687-5425

15. ADMINISTERED BY  
 SEE BLOCK 9  
 115a. PAYMENT WILL BE MADE BY  
 1 1 DEBIT 1 1 CREDIT 1 1 CHECK  
 1 1 BANK OF AMERICA  
 1 1 550 MITCHELL AVE SUITE 112  
 1 1 WHITEMAN AFB MO 65305-5260

117. ONLY IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 SCHEDULE OF SUPPLIES SERVICES

116. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 115a UNLESS BLOCK 115a IS CHECKED 1 1 SEE AUDIT  
 21. QUANTITY 22. UNIT 23. UNIT PRICE

THIS CONFIRMS ORDER PLACED WITH KISH ON 06 JUN 96  
 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

SEE ATTACHED SCHEDULE(S)  
 ITEMS: 2

ACCOUNTING AND APPROPRIATION DATA  
 126 TOTAL QUANTITY 14854

118. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-2, 52.212-3 and 52.212-5 AND BY FAR 52.212-6 AND 52.212-7  
 119. CONTRACT/PURCHASE ORDER INCORPORATED BY REFERENCE FAR 52.212-4 FAR 52.212-5 is attached

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO THE OFFICE OF CONTRACTS AND ACQUISITION, WHITEMAN AFB, MO 65305-5054  
 CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS AND SERVICES IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

SIGNATURE OF OFFEROR/CONTRACTOR  
 Frank Senske  
 Frank Senske, Vice President  
 DATE AND TITLE OF SIGNER TYPE OR PRINT  
 06/18/96

31a. UNITED STATES OF AMERICA  
 31b. NAME OF CONTRACTING OFFICER (PLEASE PRINT)  
 S. CROOK

QUANTITY IN COLUMN 21 HAS BEEN RECEIVED  INSPECTED  ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SWF NUMBER 33a. VOUCHER NUMBER  
 33b. PAYMENT 33c. DATE OF PAYMENT  
 33d. COMPLETE 33e. PARTIAL 33f. OTHER

SIGNATURE OF AUTHORIZED SWF REPRESENTATIVE (PLEASE DATE)

33g. SWF ACCOUNT NUMBER 33h. SWF VOUCHER NUMBER  
 34a. RECEIVED BY (PRINT)  
 34b. RECEIVED AT (LOCATION)  
 34c. DATE RECEIVED BY MAIL 34d. TOTAL CONTRACTS

I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  
 SIGNATURE AND TITLE OF CERTIFYING OFFICER 34e. DATE

OFFICE FOR LINGUISTIC REPRODUCTION  
 FORM 1449 (REV 10/94)  
 Produced by the Defense Acquisition Agency

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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\*\*\*\*\* THIS CONFIRMS ORDER PLACED WITH BILL WISH ON 96 JUN 14 \*\*\*\*\*  
 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 (48 CFR CHAPTER 1) CLAUSES
- 52.233-3 GRATUITIES (APR 1984)
  - 52.234-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1989)
  - 52.232-3 CONVICT LABOR (APR 1984)
  - 52.232-26 EQUAL OPPORTUNITY (APR 1984)
  - 52.232-43 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 (APR 1984)
- 52.219-8 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (ORDERS EXCEEDING \$2,500) (FEB 1980)
- 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND DISTANT-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 (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 5342.

THIS STATEMENT IS FOR INFORMATION ONLY;  
 IT IS NOT A WAGE DETERMINATION.

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS
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"ADDITIONAL GENERAL PROVISIONS" THESE PROVISIONS APPLY IF INCORPORATED BY MODIFICATION OR IF CONTRACTOR'S ACCEPTANCE IS OBTAINED IN BLOCK 12 OF THE DD FORM 1155--PURCHASE ORDER

- 52.243-1 CHANGES--FIXED PRICE (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1980)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVT (APR 1984)
- 52.249-6 DEFENSE (FIXED PRICE) SUPPLY (SERVICE) (APR 1984)

Bank Senske Vice President

06/18/96

CONTRACTOR SHALL SUBMIT A PROPER INVOICE IN FOUR (4) COPIES TO THE ACCOUNTING AND FINANCE OFFICE INDICATED IN BLOCK 13 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.

405590101	F75CES61890290	1	EA	18654.8000	18654.80
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PHI: JB

( CONTINUED )

89

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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CONT'D)

\*\*\*\*\* THIS CONFIRMS ORDER PLACED WITH BILL KISH ON 95 JUN 14 \*\*\*\*\*  
 \*\*\*\*\* DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT \*\*\*\*\*

LEASE OF INVESSEL COMPOSTING SYSTEM  
 EFFECTIVE 16 JUNE 1996 LEASE OF INVESSEL  
 COMPOSTING SYSTEM WITH ONE INVESSEL 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 \$28,654.00 FOR THE  
 PERIOD OF 16 JUNE 1996 THROUGH 16 JUL96.  
 P.O.C. FOR THIS WILL BE STEVE BROCKMAN,  
 687-6243.

02	W03590101	F75CE561098261	1	EA	4000.0000	4000.00
		FRI: 88				

LEASE OF INVESSEL COMPOSTING SYSTEM  
 EFFECTIVE 16 JUNE 1996 LEASE OF INVESSEL  
 COMPOSTING SYSTEM LEASE FOR A REEL  
 AUGIE 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, 687-6243.

*Frank Senske*

Frank Senske, Vice President

06/18/96

# FACSIMILIE COVER SHEET

**SPECTRASERV (PA)**  
P.O. BOX 157

BARTO, PA. 19504

610-367-7266  
610-367-1879

<b>SEND TO/ AN/ A L'ATTENTION DE</b> Company Name/ Firmenname/ Société <b>WHITEMAN AFB - CONTRACTING</b>	<b>From/ Von/ De</b> <b>BILL KISH</b>
<b>Attention/ Zu Händen von/ A l'attention de</b> <b>VICKI DEMKEY</b>	<b>Date/ Datum/ Date</b> <b>5/1/96</b>
<b>Fax Number/ Fax Nr./ N° de fax</b> <b>616-687-5412</b>	<b>Phone Number/ Telefon/ N° de tél.</b>

- Urgent/ Dringend/ Urgent**     
  **Reply ASAP/ Rückantwort/ Réponse urgente attendue**     
  **Please Comment/ Erledigung/ 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  
\$ 10,654.00

Reel Augie Mixer  
\$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
<b>Total</b>	<b>= \$ 246,218</b>



**Water, Waste Water and Sludge Services**

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

**TELECOPIER COVER SHEET**

DATE: April 17, 1998

**PLEASE DELIVER THE FOLLOWING PAGES TO:**

NAME: Vicki Denkey  
COMPANY: Whiteman AFB  
CITY: \_\_\_\_\_  
FAX NUMBER: (816) 687-5412

FROM: FRANK SENSE  
FAX NUMBER: (201) 589-0415

TOTAL PAGES INCLUDING COVER: 3

Reference: Compost System - Contract Modification

**Comments:**

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

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 1 J	PAGE OF PAGES 1 02
AMENDMENT/MODIFICATION NO. 960701	13. EFFECTIVE DATE 960717	14. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if app)(cable)
ISSUED BY SOUTH CONTRACTING SQUADRON 830 ARNOLD AVE SITE 2 WHITEMAN AFB MO 65305-5004	CODE	17. ADMINISTERED BY (if other than Item 6)	CODE
NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
SPECTRASERVE 75 JACOBUS AVENUE S. KEARNEY NJ 07032		9B. DATED (See Item 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. FZ3000000078	
		10B. DATED (See Item 13) 960717	

1. ACCOUNTING AND APPROPRIATION DATA (if required)  
N/A

2. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended.  is not extended.

Offers 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 takes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

3. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.

(x) A. 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.

B. 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).

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

D. Other (Specify type of modification and authority)  
X BY MUTUAL AGREEMENT OF THE PARTIES

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

5. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 POC: DUNKEY VICKI  
 PHONE: 0100075425  
 SEE SCHEDULE

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

6. NAME AND TITLE OF SIGNER (Type or print) FRANK SENSKE, VICE PRESIDENT	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) G. CROMER/ RE-MORON
7. CONTRACTOR/OFFICER <i>Frank Senske</i> Signature of person authorized to sign	15C. DATE SIGNED 4/19/96
	15B. UNITED STATES OF AMERICA BY <i>Demetrius</i> (Signature of Contracting Officer)
	15D. DATE SIGNED 96 APR 22

96 15:10  
-96 WED 13:07

2015890415  
509 CONS WHITEMAN AFB

SPECTRASERV  
FAX NO. 8166875412

PAGE 03  
P. 03

96APR17

F236059010073

02

.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

JA

A. CHANGE BLOCK 18 OF THE DD1133 THE DELIVERY DATE FROM 96 APR 30, TO READ 96 MAY 15.

B. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

END PAGE

96



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

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**

1996 APR -5 A 11:47

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved Page 1 of 4  
OMB No 0704-0187  
Expires JUN 30, 1997

The 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 (0704-0187), 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 6.

1. CONTRACT/PURCH ORDER NO.	2. DELIVERY ORDER NO.	3. DATE OF ORDER (YYYYMMDD)	4. REQUISITION/PURCH REQUEST NO.	5. PRIORITY
9696M8873		96 APR 01	SEE SCHEDULE	
6. ADMINISTERED BY (if other than 6) CODE		7. ADMINISTERED BY (if other than 6) CODE		
CONTRACTING SQUADRON ARNOLD AVE SITE 2 MAN AFB MD 65305-5054 BY VICKI SERVICES 816 687-5425		SEE BLOCK 6		

8. DELIVERY FOB	9. DEST	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)	11. MARK IF BUSINESS IS
		96 APR 30	SMALL SMALL DISADV WOMEN-OWNED
12. DISCOUNT TERMS		13. MAIL INVOICES TO	
800 % 90 DAYS NET 30		SEE BLOCK 15	

14. PAYMENT WILL BE MADE BY	15. PAYMENT WILL BE MADE BY	16. MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER
DAO DE WHITEMAN FS MARK FOR: F75CES F23606 96M8873 555 MITCHELL AVE SUITE 212 WHITEMAN AFB MD 65305-5260	CODE F75CES	

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

Reference your 9604103 furnish the following on terms specified herein.

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 Senske* FRANK SENSKE /V.P. APRIL 1, 1996

NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD)

if this box is marked, supplier must sign acceptance and return the following number of copies: COUNTING AND APPROPRIATION DATA/LOCAL USE

100 305 7888 234424 01 47315 01 677100 889118 596-567

19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/UNIT ACCEPTED	21. UNIT PRICE	22. AMOUNT
----------------------------------	------------------------------------	----------------	------------

\*\*\*\*\* 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

24. UNITED STATES OF AMERICA	25. TOTAL	14654.00
26. QUANTITY ACCEPTED BY THE GOVERNMENT IS	27. SHIP. NO.	28. O.O. VOUCHER NO.
AS QUANTITY ORDERED, INDICATE BY X. IF DIFFERENT, ENTER ACTUAL QUANTITY ORDERED BELOW QUANTITY ORDERED & ENCLOSED		
29. DIFFERENCES	30. INITIALS	

SIGNATURE OF AUTHORIZED GOVERNMENT REP. BY: G. CROMER/WHITEMAN CONTRACTING/ORDERING OFFICER

31. PAYMENT COMPLETE PARTIAL FINAL

32. PAID BY 33. AMT VERIFIED CORRECT FOR

34. CHECK NUMBER 35. BILL OF LADING NO.

36. REC'D BY 37. DATE REC'D 38. TOTAL CYMRS 39. S/R ACCOUNT NUMBER 40. S/R VOUCHER NO.

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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\*\*\*\*\*  
 THIS CONFIRMS ORDER PLACED WITH FRANK SENSKE ON 96 APR 81  
 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 (APR 1984)  
 [ORDERS EXCEEDING \$2,500]

52.219-8 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS [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
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"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 CLADS (JAN 1986)
- 52.249-4 TERMINATION FOR CONVICTION 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 )

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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\*\*\*\*\*  
 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  
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W035901V1	F7SCES68670400	1	EA	14654.0000	14654.00
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PRI: 89

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

- 52.203-3 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)
- 52.245-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
- 52.245-16 RESPONSIBILITIES FOR SUPPLIES (APR 1984)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APR 1984)
- 52.219-8 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS [ORDERS EXCEEDING \$2,500] (FEB 1990)
- 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
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"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

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

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  
 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:



# 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	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Code F75CES</p> <p>DAO DE WHITEMAN FS MRK FOR: F75CES F23606 96M8045 555 Mitchell Ave., Suite 212 Whiteman AFB MO 65305-5260</p> </div>	JOB LOCATION	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Code F75CES</p> <p>Base Civil Engineer MRK FOR: F75CES F23606 96M8045 930 Arnold Ste 101 Bld 705 Whiteman AFB, MO 65305</p> </div>
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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
<p>Lease of Invessel Composting System for the month of February, 1996, as detailed below:</p> <p style="margin-left: 40px;">                     ONE COMPOST REACTOR                      ONE RACK LINE ASSEMBLY                      ONE AIR SYSTEM                      ONE POWER DISTRIBUTION                      ONE COMPUTER SYSTEM                      ONE REEL AUGIES MIXER                 </p>		\$12,000.00
	<b>SUBTOTAL</b>	<b>\$12,000.00</b>
	TAX	Exempt
	<b>TOTAL</b>	<b>\$12,000.00</b>

\*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: 4/31/96

**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 Demkey  
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.

Frank Senske, P.E.  
Vice President  
Technical Services

cc: Bill Kish

---

Water, Waste Water and Sludge Services

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 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 (0704-0187), 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 6.

CONTRACT/PURCH ORDER NO. 22. DELIVERY ORDER NO.	13. DATE OF ORDER (CYMMDD)	14. REQUISITION/PURCH REQUEST NO.	15. PRIORITY
F23605 9618045	96 JAN 30	SEE SCHEDULE	
ISSUED BY 09TH CONTRACTING SQUADRON 50 ARNOLD AVE SITE 2 HITMAN AFB MO 65385-5854 EMKEY VICKI SERVICES 816 687-5425	CODE1	17. ADMINISTERED BY (if other than 6) CODE1 SEE BLOCK 6	18. DELIVERY FOB 118) DEST 119) OTHER (See Schedule if other)
CONTRACTOR ATTN: FRANK SENSKE SPECTRASERVE 75 JACOBUS AVENUE S. KEARNEY NJ 07832	CODE1 0124555	FACILITY CODE 1 281-589-8277	110. DELIVER TO FOB POINT BY (Date) (CYMMDD) 96 MAR 31 111. MARK IF 112) BUSINESS IS 113) SMALL 114) SMALL DISAC 115) WOMEN-OWNED
SHIP TO BASE CIVIL ENGINEER MRK FOR: F73CES F23605 9618045 930 ARNOLD STE 181 BLD 705 HITMAN AFB MO 65385	CODE1 F73CES	115. PAYMENT WILL BE MADE BY DAD DE HITMAN FS MRK FOR: F73CES F23605 9618045 555 MITCHELL AVE SUITE 212 HITMAN AFB MO 65385-5258	110. DELIVER TO FOB POINT BY (Date) (CYMMDD) 96 MAR 31 111. MARK IF 112) BUSINESS IS 113) SMALL 114) SMALL DISAC 115) WOMEN-OWNED

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

Reference your 960378 furnish the following on terms specified herein  
PURCH 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 Senske Vice-President 1/31/96  
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED  
(CYMMDD)

ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
763488 306 7888 224424 81 47361 677188 489897 996-378

19. QTY	20. SCHEDULE OF SUPPLIES/SERVICE	21. QUANTITY ORDERED/ACCEPTED	22. UNIT PRICE	23. AMOUNT
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THIS CONFIRMS ORDER PLACED WITH FRANK SENSKE ON 96 JAN 30  
DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

SEE ATTACHED SCHEDULE(S)  
ITEMS: 1

Quantity accepted by the Government is 24. UNITED STATES OF AMERICA  
as quantity ordered, indicate by X. different, enter actual quantity  
accepted below quantity ordered & encircle BY: GEORGE A. CRONE CONTRACTING/ORDERING OFFICER ENCES

QUANTITY IN COLUMN 20 HAS BEEN INSPECTED 1 RECEIVED 1 ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  
27. SHIP. NO. 28. D.O. VOUCHER NO.

DATE SIGNATURE OF AUTHORIZED GOVERNMENT REP.  
I certify this account correct & proper for payment.  
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER

31. PAYMENT COMPLETE 1 PARTIAL 1 FINAL  
32. PAID BY  
33. AMT VERIFIED CORRECT FC  
34. CHECK NUMBER  
35. BILL OF LADING NO.

REC'D AT 130. REC'D BY 39. DATE REC'D 40. TOTAL CYMRS 41. S/R ACCOUNT NUMBER 42. S/R VOUCHER NO.  
FORM 1155, JUN 94 PREVIOUS EDITION MAY BE USED

RESERVE

960845

892

PI NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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THIS CONFIRMS ORDER PLACED WITH FRANK BEMBE ON 06 JAN 96  
 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 1985)  
 52.222-3 CONFLICT 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 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 (APR 1984)  
 (ORDERS EXCEEDING \$2,500)  
 52.219-8 UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNING ORDERS EXCEEDING \$2,500 (FEB 1988)  
 (ORDERS EXCEEDING \$2,500)  
 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (ORDERS EXCEEDING \$2,500) (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 HIRING (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 RATES 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 WAGE DETERMINATION

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS
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"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

- 52.243-1 CHANGES—FIXED PRICE (AUG 1987)  
 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)  
 52.249-4 TERMINATION FOR CONFORMANCE 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:

HQ3998101 F79CE560240100 1 EA 24000.0000 24000.00

PI: 89

( CONTINUED )

107 1

EXTRASERVE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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ONT'D)

THIS CONFIRMS ORDER PLACED WITH FRANK SENSKE ON 95 JAN 30  
 DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT DO NOT DUPLICATE SHIPMENT

LEASE OF INVESSEL COMPOSTING SYSTEM SERVICES, NON-PERSONAL: CONTRACTOR WILL PROVIDE FOR THE PURPOSE OF LEASE, AN IN-VESSEL COMPOSTING SYSTEM (WITHOUT OPERATOR) THAT HAS BEEN TESTED THROUGH THE MANAGEMENT EQUIPMENT EVALUATION PROGRAM (MEEP) WITH THE FOLLOWING COMPONENTS: ONE COMPOST REACTOR, ONE PECK LINE ASSEMBLY, 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-

TERIALS 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 MAR 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 #1104 867-7777.

< END PAGE >

801

**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: WHTTERRAN 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 LEASES

**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.

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# 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) Reef 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

Ø124555

Spectraserv

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

W035901V1

- 574-4410 - Al Asbury - Longfellow AFB
  - 872-4217 - x235 Jim Hendrick - England AFB MEEL office
- Coez Code - company -  
no Coez Code

TIN-[ ]

Am. 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	= <u>\$ 24,971.37</u>
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

*noon*  
*1-25*  
*Bill Kish*

November 28, 1995

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

*Scott Ammon*  
*4777*

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.

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 Senske*  
Frank Senske, P.E.  
Vice President

Accepted By: United States Air Force

Date \_\_\_\_\_





**SPECTRASERV, INC.**

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

**TELECOPIER COVER SHEET**

DATE: 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.

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WRIGHT ENVIRONMENTAL MANAGEMENT INC.

"The Right Stuff"

February 23, 1996

To Scott

Ammon

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
	<u>44,000.00</u>
	\$419,000.00
	(Approximately)

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

\* 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.

*[Handwritten signature]*

BAILMENT NR 94-80A

MESP 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-LSO/LOTPM  
MESP 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

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

**BAILMENT AGREEMENT**

This agreement, Bailment Nr 94-80A 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 Bailment: 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 Bailor by the Government, return transportation costs collect, addressed to the Bailor at the location designated in the attached Schedule, or, at the option of the Bailor, shall be delivered to the Bailor's representative at the Government location specified in the Schedule, or otherwise disposed of as authorized in writing by the Bailor.
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.

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 of 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. Reports: 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.

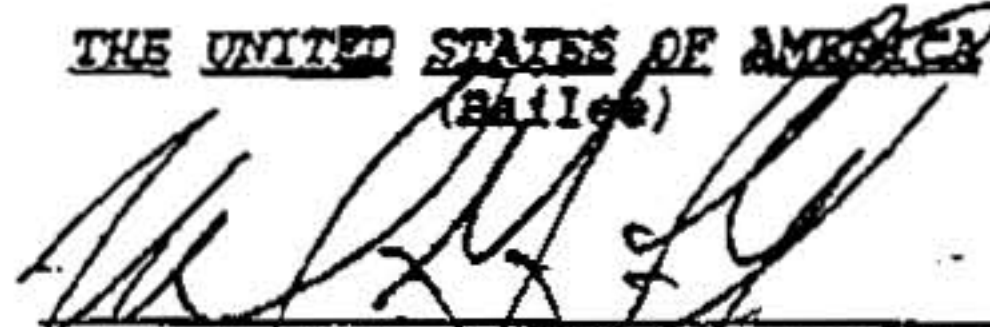
14. General Provisions: The following FAR clauses are incorporated herein by reference with same effect as though set forth in full text.

<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.

(Bailee)  
  
BY: \_\_\_\_\_  
SIGNATURE

Steven A. Townsend  
(Type Name)

President  
(Title)

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

(Address)

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. ~~Steele~~ *MD LWAY*  
(816) 687-7777, 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 5) The duration of the bailment is: 7 months from delivery of last bailed item.

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

MAJCOM MEEP 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



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

5 977.00

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.

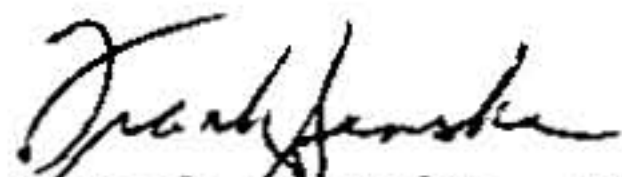
In an effort to facilitate our resolution of this issue, I have attached to this letter correspondence relevant to this case including copies of the previously executed documents, letters, and procurement forms. It should be noted that all rights to the Ag-Renu Technology (the composting system) has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