

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ (<input checked="" type="checkbox"/>) IS (<input type="checkbox"/>) NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 43 PAGES			
1. REQUEST NO. RFQ 10-02-016		2. DATE ISSUED 15 Mar 2002		3. REQUISITION/PURCHASE REQUEST NO.			
5a. ISSUED BY USDA Forest Service Geospatial Service & Technology Center/Utah Procurement Center 2222 W. 2300 S. Salt Lake City, UT 84119		6. DELIVER BY (Date) PERIOD OF PERFORMANCE: APPROXIMATELY 1 MAY 2002 - 15 OCTOBER 2003		4. CERT. FOR NAT. DEF. RATING UNDER BDSA REG. 2 AND/OR DMS REG. 1			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY OTHER (<input checked="" type="checkbox"/>) FOB DESTINATION () (See Schedule)			
NAME Technical: Dale Harber Contracting Officer: L. Bryce Eddy		TELEPHONE/FAX (435) 636-3548 (801) 975-3825		9. DESTINATION (Consignee and address including zip code) USDA, Forest Service Manti-LaSal National Forest 599 West Price River Drive Price, UT 84501			
8. TO (Name, Company, Address including zip code)							
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date). 15 APRIL 2002 Quotes May be Faxed to (801)-975-3483			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include any applicable Federal, State, and local taxes)							
ITEM NO. AMOUNT (a)	SUPPLIES/SERVICE (b)			QUANTITY Est. (c)	UNIT (d)	UNIT PRICE (e)	TOTAL PRICE (f)
01	MEXICAN SPOTTED OWL FORMAL SURVEYING for the MANTI-LASAL NATIONAL FOREST, in accordance with the attached specifications and inventory protocol. Mexican Spotted Owl Formal Surveying (See page 14 for payment schedule) BASIS OF AWARD: A purchase order will be awarded to the contractor considered the best value to the Government. Best value will be determined by evaluating the contractors: 1. Price. 2. Percent of how much of the survey work will be done at night. 3. Past experience with Mexican Spotted Owl inventories. 4. Past performance with the Mexican Spotted Owl inventories. Technical abilities and price are given approximately equal consideration. Submit the attached questionnaire (or similar form with required information) with your quote to aid in determining past performance and experience.			1	Job	\$ _____	\$ _____
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS NUMBER/PERCENT	
NOTE: Additional provisions and representations () are () are not attached						15. DATE OF QUOTATION	
13. NAME AND ADDRESS OF QUOTER (street, city, county, state and zip code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION				
16. DUNS NUMBER (See page 3 for information on obtaining a DUNS number)			17. NAME AND TITLE OF SIGNER (Type or Print)			18. TELEPHONE/FAX	

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STANDARD FORM 18 (Rev. 6-95)
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Refer to Record No. 0018 Date 03/15/2002
 In 04/0002 2002 Incoming
 For additional information

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RFQ 10-02-016

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 DIVISION OF
 OIL, GAS AND MINING

RFQ#-10-02-016

MEXICAN SPOTTED OWL

FORMAL SURVEYING

ON THE

**MANTI-LASAL NATIONAL FOREST
 IN UTAH**

Return pages 1 through 10 to the address in block 5a.
 Reference RFQ number on the envelope. Facsimile is
 also accepted.

File in: *04/02/2002 Incoming*
 Refer to:
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PART I - SUPPLEMENT TO REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS
(SF-18, BACK, 02/02) FOR SERVICES

The following representations, certifications, and provisions are added. Quoters must complete these representations and/or certifications as a part of their quote. The terms bid or bidders and offer or offeror as they appear in the following clauses shall be construed to mean quote or quoter as appropriate.

IMPORTANT PAYMENT INFORMATION - The U.S. Treasury Dept. may soon require all Federal Agencies to pay by Electronic Funds Transfer. To set up the Electronic Funds Transfer contact NFC at 1-800-421-0323, ext. 4647 or internet web site at <http://www.nfc.usda.gov/Dcia/index.html>. Failure to submit your EFT information promptly could result in delayed payment.

CERTIFICATIONS AND REPRESENTATIONS

1. TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d) reporting requirements of issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment report requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(e) Type of Organization.

Sole proprietorship

- Partnership
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

2. DUN AND BRADSTREET NUMBER (DUNS) AND SOCIAL SECURITY NUMBER (SSN) OR EMPLOYER IDENTIFICATION NUMBER (EIN) OR TAX IDENTIFICATION NUMBER (TIN)

(a) The Offeror is requested to insert the number(s) applicable to the Contractor's address shown on the Request for Quotation form. Note: If all you have is a Social Security Number, the Privacy Act states you do not have to provide that information until time of processing a Purchase Order.

(b) ***Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.)*** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerserviced@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

DUNS NUMBER _____ AND SS NUMBER _____

OR EIN NUMBER _____ OR TIN NUMBER _____

3. TYPE OF BUSINESS ORGANIZATION (OCT 1997) (FAR 52.215-4)

The offeror or respondent, by checking the applicable box represents that--

(a) It operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

4. SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2001)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern.

(3) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)* The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That 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.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set aside contains restrictions on the source of the end item to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provisions of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment;

and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 2000) As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.)* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) *(Complete if offeror represented itself as a disadvantaged in paragraph (b)(2) of this provision).* (The offeror shall check the category in which its ownership falls):

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

5. SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-21) (MAY 1999)

(Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror represents and certifies as follows:

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following:)

No. of Employees	Avg. Annual Gross Revenues
<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

6. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

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

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

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

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.

8. HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001) (FAR 52.226-2)

(a) *Definitions.* As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education as defined as Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Representation.* The offeror represents that if--

is is not a Historically Black College or University;

is is not a Minority Institution.

PROVISIONS**1. NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUL 1996)****(a) Definition.**

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United

States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

2. DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (FAR 52.232-35) (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: USDA - Office of the Chief Financial Officer - National Finance Center
 Mailing Address: PO Box 60,000, New Orleans, LA 70160
 Telephone No. 800-421-0323
 Person to Contact: NFC Miscellaneous Payments Section
 Electronic Address: <http://www.nfc.usda.gov/Dcia/index.html>

3. SITE VISIT (FAR 52.237-1) (APR 1984) (APPLICABLE TO SERVICE ONLY)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

4. BUY AMERICAN CERTIFICATE (DEC 1989) (APPLICABLE TO SUPPLY ONLY)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act -- Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

(OMB Clearance No. 9000-0142)
EXPERIENCE AND EQUIPMENT INFORMATION

Offeror's shall furnish the following information as it pertains to this Request for Quotation.

A. Furnish the following experience information in regards to the Mexican Spotted Owl inventories:

1. How many years experience do you have?
2. List your contract experience.

Contract Amount	Type of Project	Date Completed	References: name, address, phone number and person to contact for project information

B. Provide below the equipment that will be utilized for this project:

Number	Equipment Type	Description, Size, Capacity, etc.	Condition	Owned or Rented

C. Organization of work that will be available for this project:

1. (a) Minimum number of employees: _____ and
 (b) Maximum number of employees: _____.

2. Are employees regularly on your payroll: Yes _____ No _____.

**Mexican Spotted Owl Formal Surveying
Manti-La Sal National Forest
Specifications**

OBJECTIVE OF FORMAL SURVEYING CONTRACT

Conduct formal surveying for the Mexican spotted owl (*Strix Occidentalis Lucida*) on two tracts on the Manti-La Sal National Forest according to the "Mexican Spotted Owl Inventory Protocol" (Exhibit 1, pages 13-22), dated March 1994, from the U.S. Fish and Wildlife Service. Submit completed field/site data forms, maps, slides, collected pellets, and a final report of all findings and recommendations.

LOCATION AND DESCRIPTION

The two tracts to be surveyed are the North Horn and Muddy Coal Lease Tracts, located on the Ferron Ranger District of the Manti-LaSal National Forest. The general location of the tracts is shown on Exhibit 2 and the detailed survey area maps are Exhibits 3 and 4. Approximately 9,154 acres are to be surveyed. The Forest Travel Map (Exhibit 5) is included to show vehicular access to the area.

GOVERNMENT FURNISHED PROPERTY

The government furnished property listed below is available for viewing at the Manti-La Sal National Forest Supervisor's Office, 599 West Price River Drive, Price, Utah, during regular business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, and will be furnished to the Contractor after award. Call Dale Harber at (435) 636-3548 to schedule an appointment. **Exhibits 2-5, Forest travel map and Topographic maps can be viewed at the following Manti-LaSal webpage: www.fs.fed.us/r4/mantilasal/, under the section, 'planning', titled, "Mexican Spotted Owl".**

1. Mexican Spotted Owl Inventory Protocol (Exhibit 1, pages 15-24), dated March 1994, from the U.S. Fish and Wildlife Service
2. Forest travel map of the Ferron Ranger District (Exhibit 5, located on webpage).
3. Topographic maps of the tracts to be surveyed (Exhibits 2-4, located on webpage).
4. Original copies of the following forms and instructions for recording data: Mexican Spotted Owl Inventory Form (Exhibit 6), Mexican Spotted Owl Daytime Follow-up Visit Form (Exhibit 7), Mexican Spotted Owl Inventory or Informal Monitoring Summary Form (Exhibit 8), Mexican Spotted Owl Nest Site Data Form (Exhibit 9), and ID on Map and Photos Form (Exhibit 10).

CONTRACTOR'S RESPONSIBILITIES

1. Two years of surveying are required, with four complete surveys each year on each tract. Complete the first two surveys each year prior to July 1. Complete the third survey prior to

- August 1. Complete the fourth survey prior to September 1. Submit an interim report not later than October 15, 2002. Submit a final report not later than October 15, 2003.
2. The Contractor shall furnish all labor, supervision, supplies, materials, equipment, transportation, and other incidental services (except as otherwise specified) to perform the work required.
 3. Surveying will be done using the techniques and methods described in the "Mexican Spotted Owl Inventory Protocol" (Exhibit 1), dated March 1994, published by the U.S. Fish and Wildlife Service, including any amendments.
 4. Surveying will be conducted during good weather conditions and not during bad weather conditions. Bad weather consists of, but is not limited to, rain or snow storms, dust storms, lightning or thunder, winds greater than 15 miles per hour, in accordance with Exhibit 1.
 5. The calling routes and points will be approved by the Contracting Officer's Representative (COR). Any flagging used must be removed upon completion of the survey.
 6. The protocol allows daytime surveying if nighttime surveying is unsafe (paragraph 1.d.). Nighttime surveying is more effective; quotations that include survey plans maximizing safe nighttime surveying will be given a greater evaluation.
 7. **It is the Contractor's responsibility to make sure that all persons conducting the surveying work meet training and certification requirements and have a current permit to survey for the Mexican spotted owl by the U.S. Fish and Wildlife Service. Proof of training and certification is to be provided to the Contracting Officer (CO) prior to award.**
 8. Field observations will be documented on the forms provided (Exhibits 6-10). All sightings of raptors and incidental sightings of species on the Forest Service list of sensitive species (to be provided upon award of contract) will be noted in the Comments section of the form in use.
 9. Assign each individual owl heard or seen a number, and if the same bird (if known) is heard on different outings, ascribe it with the same number and add a letter designation. This is to be shown on the map and in the comments section of the data sheet (Exhibits 6-9) depending on type of site visit. The Forest Service will establish the Management Territories as required in Sec. 8.a. of the Mexican Spotted Owl Inventory Protocol (Exhibit 1, page 15).

REPORTING REQUIREMENTS

1. All required forms (Exhibits 6-10) are to be completed according to protocol requirements and submitted according to direction in the DELIVERABLES section.
2. The location of calling routes and stations shall be plotted on the topographic maps and submitted.
3. Any pellets present are to be collected and labeled with Mexican Spotted Owl pellet forms (to be provided upon award of contract). These shall become property of the Government. Any spotted owls found, and nest or roost sites, will be photo-documented on 35mm color slide film or digitally at a resolution of 2.1 megapixels or greater, and labeled with GPS coordinates, legal location, content of photo, sex, date, and slide number. Original slides shall become property of the Government. If documented digitally, photographs and descriptions shall be provided on CD.
4. Location of spotted owls found, nests, and roost sites, will be noted on the topographic maps.
5. When a nest or roost tree is located, notify the COR within 2 working days. The nest and roost trees will be marked in accordance with the COR's direction.
6. Spotted owl responses shall be reported to the COR as follows:
 - a. Inside or adjacent to the survey area shall be within 3 working days.

- b. Well outside the survey area, within 2 weeks.

DELIVERABLES-FINAL OUTPUT

1. Contractor shall provide a brief summary at the end of each survey describing calling responses, follow-up visits, and routes/areas called. This summary shall be given to the COR within 5 working days of completion of each survey.
2. Contractor shall provide three (3) complete and clearly legible copies of the following item reports to the CO/COR.
 - a.) Completed "Mexican Spotted Owl Inventory Form", Mexican Spotted Owl Daytime Follow-up Visit Form", or "Inventory or Informal Monitoring Summary Form" for each survey and the 1:24,000 topographic map for each tract.
 - b.) If a spotted owl was located as noted on the above forms:
 - 1.) Completed "Mexican Spotted Owl Nest Site Data Form.
 - 2.) Completed "ID on Map and Photos" for and location of nest and roost sites (or previous night's response site if owl not located during the daytime follow-up visit) on the 1:24,000 topographic map.
 - 3.) Dried pellets with completed forms (three copies not required).
3. Final report will include the following:
 - a.) All labeled original slides (plus one copy) or CD (for digital photographs) of owls, roosts, and nest sites.
 - b.) Typed description of methodology used to monitor each territory (nest site).
 - c.) A typed summary of other findings during the monitoring.
 - d.) Recommendations on habitat management.
 - e.) Any item reports not previously submitted.
4. Review Period – Upon submission of materials listed above in items 1 and 2, the COR/CO shall have 15 working days to review the material to determine acceptability.
5. Rejection Rights – Forest Service reserves the right to reject items and reports not meeting the minimum requirements as listed in this document and referenced to specified guidelines and data. The Contractor will be notified within 15 working days if the work is unacceptable.
6. Rejected items must then be upgraded to the standards specified by the COR within 15 working days of notice and resubmitted for acceptance by the COR.
7. All deliverables associated with the contract must be received by October 15, 2003.

AREA ACCESS

It is the responsibility of the Contractor to determine local conditions affecting road access to each job. Forest Service roads may remain closed and inaccessible in the spring to protect the road surface. Contact the Ferron Ranger District office at (435) 384-2372 for current conditions and notify the COR within 3 working days if road inaccessibility is delaying work.

PUBLICATIONS

After the term of the contract, the Contractor or those in his/her employment may present reports on this work to various professional societies or publications. Written approval of the CO or COR is required

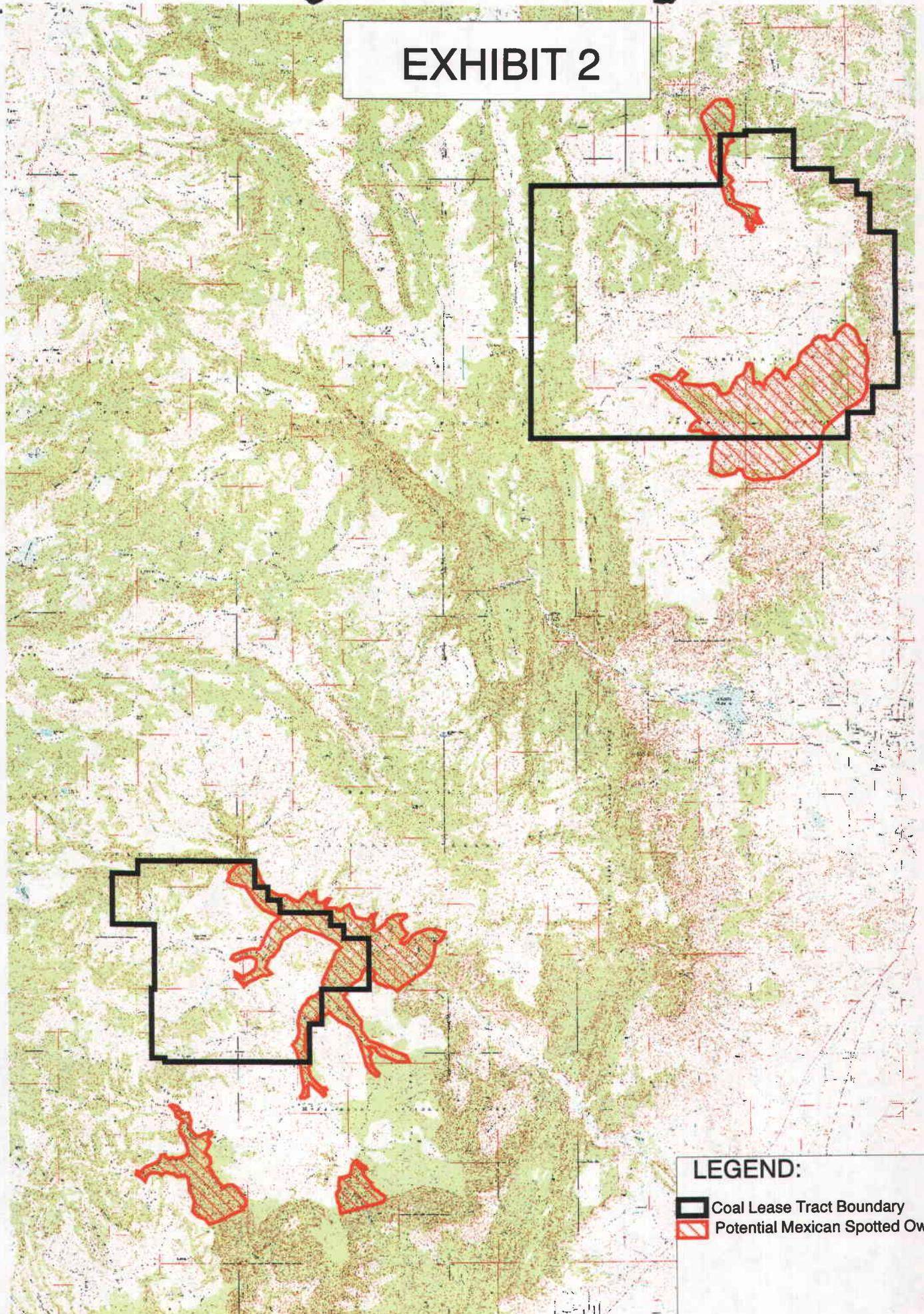
prior to presentation or publication. Credit is to be given to the Manti-La Sal National Forest, USDA-Forest Service, on any reports arising from work conducted under this contract.

PAYMENT SCHEDULE

Contractor will be paid 30 days after the receipt and acceptance by the Contracting Officer for each of the four surveys (i.e. May, June, July & August) for year 2002 and out-year 2003, and the interim report. Payment will be made 30 days after receipt and acceptance of final report with a receipt date for final report no later than 15 Oct. 2003. The payment breakout schedule will be as follows: A payment of 9% for each survey and interim report, and a final payment for the remaining 19 % for the final report. Mail or fax invoices to:

GSTC/Utah Procurement Center
Attn: Bryce Eddy
2222 W. 2300 S.
Salt Lake City, UT 84119

EXHIBIT 2



LEGEND:

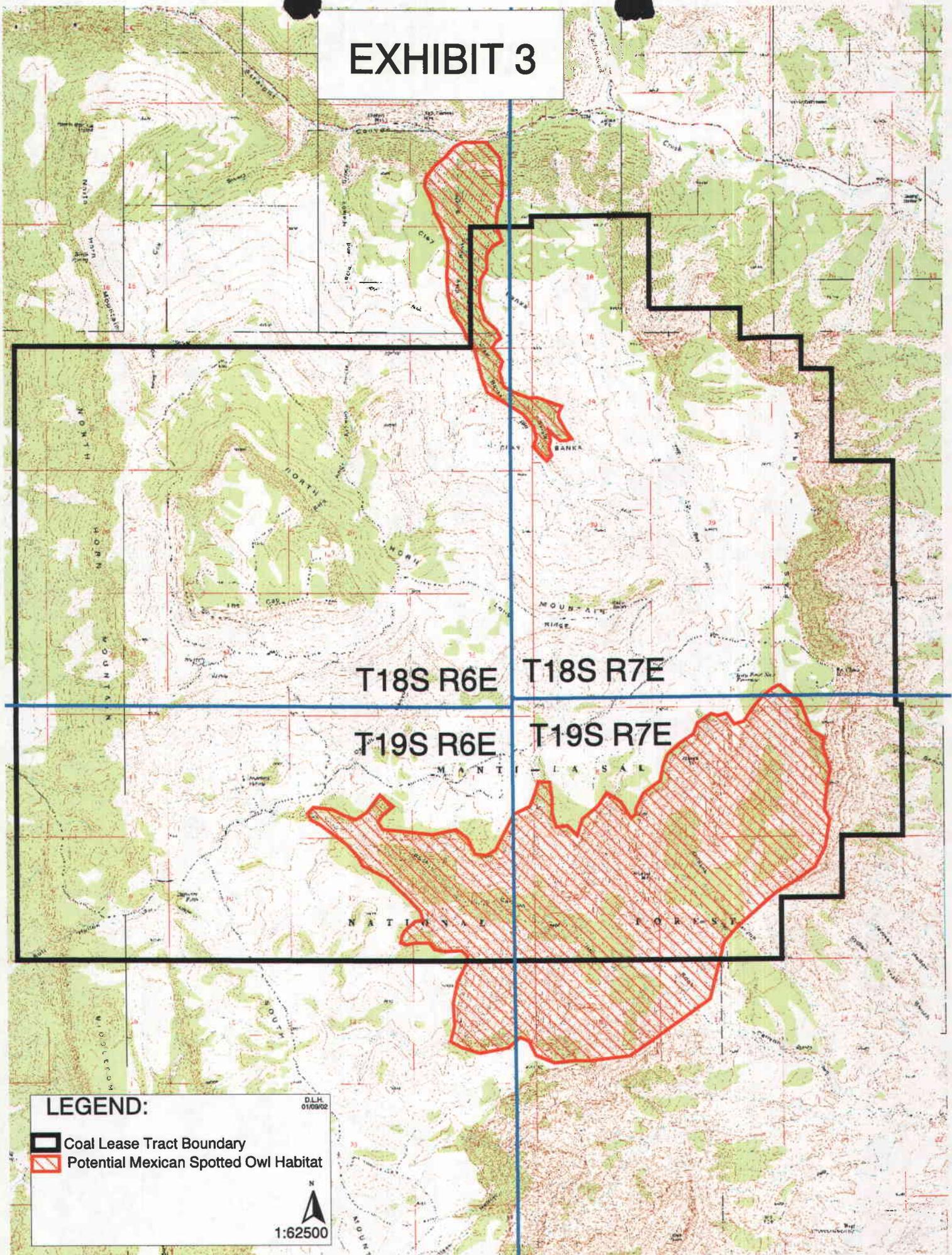
-  Coal Lease Tract Boundary
-  Potential Mexican Spotted Owl Habitat

D.L.M.
01/09/02

N

1:160000

EXHIBIT 3



T18S R6E

T18S R7E

T19S R6E

T19S R7E

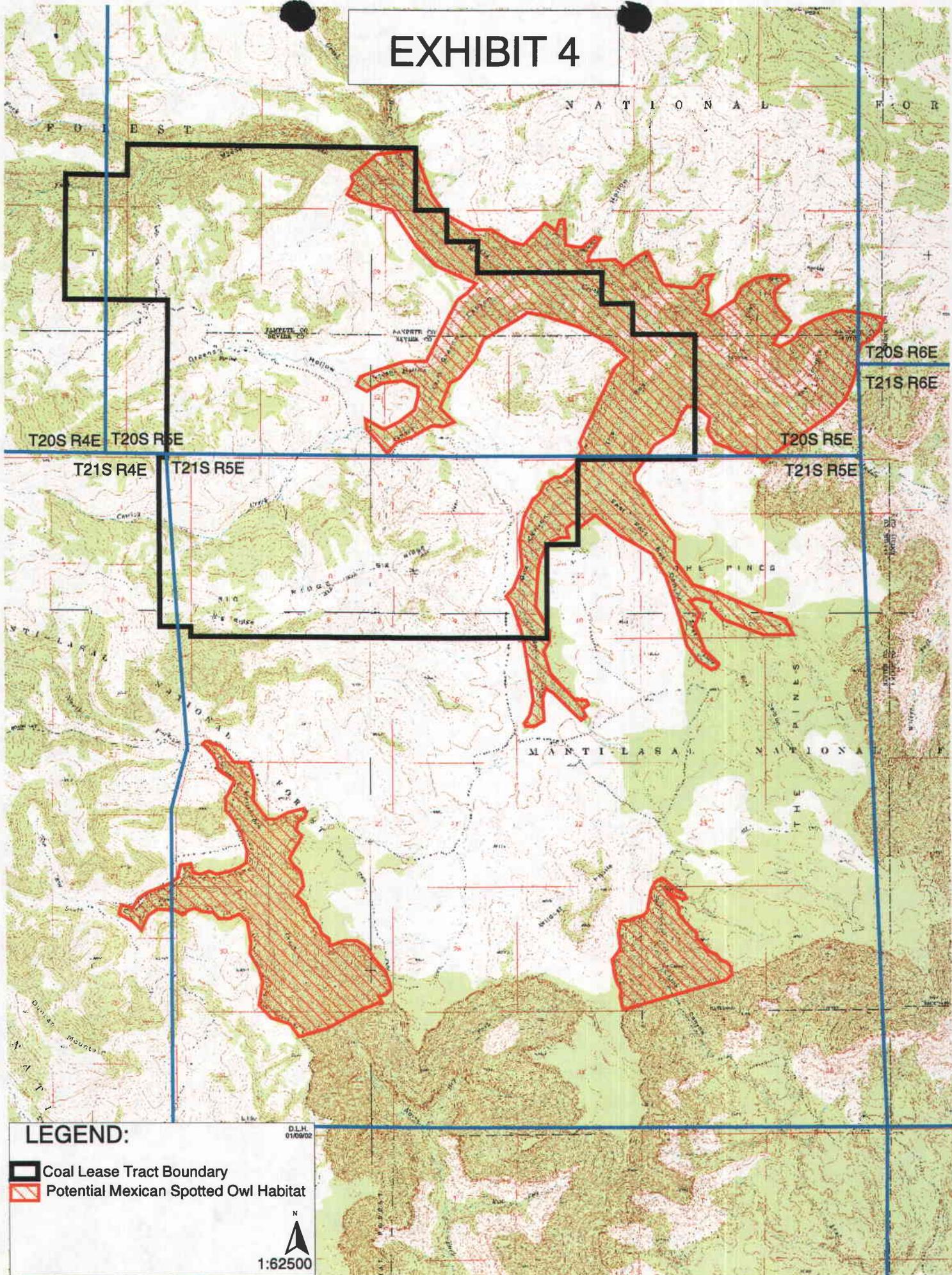
LEGEND:

-  Coal Lease Tract Boundary
-  Potential Mexican Spotted Owl Habitat

DLH
01/09/02

N
1:62500

EXHIBIT 4



LEGEND:

-  Coal Lease Tract Boundary
-  Potential Mexican Spotted Owl Habitat

DLH
01/09/02

N
1:62500

Mexican Spotted Owl
Inventory Protocol
(Exhibit 1, pages 15-24)

INTRODUCTION:

The Regional inventory protocol requires two years of survey where no owls are found prior to an activity proceeding. When an owl is located, a management territory of at least 2,000 acres is established at this site. Any of the area outside the territory boundary that is not included in another management territory requires a second year survey.

OBJECTIVE:

To standardize procedures used to inventory Mexican spotted owl habitat in order to find owls or have reasonable assurance of absence.

Use the following methodology when conducting spotted owl inventories. All persons conducting inventory work under these protocols will meet training standard requirements.

1. SURVEY DESIGN:

- a. Design daytime and nighttime calling routes to insure complete coverage of suitable habitat within the survey area. All suitable habitat must be within 0.5 miles of a calling point or continuous calling route.
- b. Ensure calling routes and points along routes are no more than 0.75 miles (preferably 0.5) apart, straight line distance. Occasionally, the distance between calling points may be increased to 1.00 mile (preferably 0.75), but less than 5 percent of a survey area should have more than 0.75 miles between calling points. Include reasons for exceeding 0.75 miles between calling points in the documentation of your biological evaluation.
- c. Locate the calling routes and points in a survey area so that all-suitable habitat within the survey area would be called, that calls given by the person conducting the field outing would be heard by a spotted owl, and that the caller would hear an owl's response.
- d. Use nighttime field outings for all continuous or point calling routes in an area unless safety dictates a daytime field outing is necessary.
- e. Consider the size of the survey area when designing the calling routes.
- f. Ensure you have sufficient callers to attain a complete survey within the 7-Day time limit, based on the number of field outings and types of methods to be used for this area.
- g. Fixed calling points are not necessary, but consistency in obtaining complete coverage is.
- h. Include considerations for survey cost and efficiency while still obtaining complete coverage

when designing routes.

2. SURVEY METHOD:

a. Select the best survey method for the situation and/or terrain when designing for complete coverage. It will likely take combinations of methods; including calling point, leap frog, and/or continuous calling routes; to obtain complete coverage of an area.

3. COMPLETE SURVEY:

a. A complete survey may be a combination of daytime and nighttime calling Outings for a given survey area.

b. It is a set of one or more field outings in an inventory area that obtains complete coverage.

c. Complete all field outings of a survey area within 7 consecutive days to to attain a complete survey.

d. Wait at least 5 full days before beginning the next complete survey but start it within 21 days after completion of previous survey. For example, one complete survey is finished on May 5. The next complete survey cannot begin before May 11, and must begin before May 26.

e. In remote areas you may conduct two complete surveys during one trip into the area. If this option is used, allow a minimum of two days between complete surveys. Conduct all field outings required for a complete required for a complete survey prior to repeating any route for the second survey. Wait a minimum of 15 and maximum of 30 days before starting the next two surveys.

f. Conduct at least four complete surveys of the survey area during the field season. You may conduct additional surveys in an area if you have reason to believe owls are there, but you have not found them. Note this on the inventory form.

g. Conduct no more than one complete survey prior to April 16.

h. Conduct the first complete survey prior to July 1.

i. Finish at least three complete surveys prior to August 1.

j. Consider vocal or visual locations of owls outside of the field season as historical information.

k. Apply the following in situations where the first complete survey occurs during the period of July 1 to August 31: Management Territories are established for owls found prior to September 1: negative surveys do not contribute towards the 2-year survey requirement.

l. The preferred calling time is at night. The two-hour time periods following sunset and preceding sunrise provide the best times to locate Owls in or near day roosts or nests.

m. Conduct a field outing only when conditions will likely allow for completion of an effective outing. Do not conduct field outings during existing or predicted windy (>15 mph) or stormy weather,

nor when there are access problems due to road conditions or snow.

n. You may discontinue field outings in a given area when it is evident the entire area being searched is occupied by one or more Management Territories having a single or pair present. Use professional judgment And such factors as terrain, size of the are being inventoried, and so forth, when making this determination.

o. Conduct at least two complete surveys prior to making a determination to field outings because the entire area is occupied by owls. Use the remainder of the time you would have used doing the last two complete surveys to conduct daytime follow-up visits to find a day roost or the nest tree.

Note: Between March 1 and May 1, use people already on board, bring on intermittent status for the days (nights) field outings are to be conducted, or include these dates in your contracts to allow contractors to begin early. Do not bring on temporaries in a full time status unless you already have other work for them to do during the time they are not able to call and you are able to adjust their work schedule accordingly, from night to day and back again.

4. CALLING:

a. Spend at least 15 minutes at each calling point.

b. Alternate calling and listening, giving a call or series of calls about every minute and listening between calls.

c. Use recorded calls of the Mexican spotted owl, vocal imitations of these calls, or combinations of both when doing surveys.

d. Use the four note hoot calls as the primary call.

e. Use other calls individually or in combinations to provide a good mix of calls.

f. Continue calling but proceed with caution if predators, such as a great-Horned owl, are detected in areas where the presence of spotted owls is undetermined.

g. Discontinue calling at any point a predator is detected in an area here Spotted owls are known. Wait at least 30 minutes and call again to determine if the predator is still in the area. If the predator continues to respond after waiting 30 or more minutes, move ½ or more miles along The calling route and continue calling. If the predator follows you discontinue calling this route and go to another route if time permits.

h. Use intermediate calling points when weather or other factors increase the probability of not getting complete coverage.

i. Spend 2 to 3 minutes at each intermediate calling point. Alternate calling and listening as in 4b.

5. ONCE AN OWL IS HEARD:

a. Take a bearing from your calling location to the location where the owl responded from. Record both the location where the owl responded from and your calling location on the map and forms. Attempt to get two or more bearings on an owl by using a calling location a short distance from the calling location where the first response was heard.

b. Provide the best location you can of where you think the owl was located without chasing after the owl.

c. Locate this on the map.

d. Record the type of call you gave and the type of call the response was.

e. Identify the sex of the owl(s) responded to your call when possible.

f. Go to next calling point and continue the field outing.

g. If it becomes evident an owl is following you, stop calling and move on to the next calling point or a distance of about three-fourths mile.

h. Report the location and bearing of all other species of raptors heard, the same as you would for a spotted owl.

6. DAYTIME FOLLOW-UP VISITS:

a. Conduct daytime follow-up visits (a 4 certified person-hour search in a $\frac{1}{4}$ - $\frac{1}{2}$ mile radius from detection) in all areas where presence was detected during a field outing. The objective is a confirm single or pair occupancy and to locate nest or roost sites.

b. Complete a daytime follow-up visit within 48, and preferably 24 hours, after presence is detected.

c. Conduct daytime follow-up visits in the early morning or late afternoon/early evening whenever possible. The first 2-3 hours following sunrise and the last 2-3 hours prior to sunset are the best times to have an owl respond to a call.

d. Use mousing to locate a pair of owls, nest, or roost area once a single has been confirmed.

e. Discontinue calling if a predator such as a great-horned owl, red tailed hawk or goshawk responds to your calls, or is seen in the area.

f. Continue your visual search effort.

g. Begin calling again when you believe the predator has left the area.

h. Proceed with caution.

i. If you are not able to continue calling for any reason and feel the search effort was not satisfactory because of the presence of predators or weather, conduct another daytime follow-up visit as soon as possible.

7. RECORD KEEPING:

a. Record all survey activities on prescribed inventory or daytime follow-up forms. Complete all blocks of each form using the keys provided.

b. Attach a copy of the field map to each form. Label the map with the inventory area name, topo quad it is found on, and date.

c. Complete a final map that summarizes all of the field maps.

8. AT THE END OF THE FIELD SEASON:

a. Establish Management Territories where owls are found. Record the Management Territory number on each form containing a vocal or visual identification of a Mexican Spotted Owl used to determine that territory.

b. Determine all portions of the survey area where no portion of a Management Territory was established.

c. Conduct a second year of inventory following the same procedures in any portion of the survey area where no Management Territory was established during the initial Spotted Owl inventory of this survey area.

d. Send legible copies of all forms and maps to the Regional Office at the end of the field season, including a copy of the summary map.

9. INVENTORY DEFINITIONS:

Use this list of standard terms and definitions when referring to spotted owl inventory activities to reduce potential misunderstandings and provide greater consistency throughout the Region.

Absence: Assumed when no response is recorded after second year of inventory protocol is completed in a defined area.

Adult: A Mexican spotted owl > 2 years old. Usually does not have the whitish terminal band on the tip of its tail to distinguish juveniles. Terminal band not pointed if present. The tail appears rounded.

Breeding Season: That time from February 1 through August 31 which includes the courtship, nesting, nestling, and fledgling-dependency periods.

Calling Points: Locations distributed throughout an area to attain complete coverage of the survey area being inventoried for spotted owls. A minimum of 15 minutes is spent at each point. Calling points are not a rigorously applied as fixed points used in Formal Monitoring and generally need to be in the same vicinity for each complete survey.

Calling Route: An established route in a survey area where vocal imitations or recorded calls of Spotted Owls are used to elicit a response from all spotted owls that will respond. Calling routes may include calling points and intermediate points but they often use continuous calling or leap-frog methods.

Calling Outing: A nighttime or daytime outing to obtain complete calling coverage of the inventory area.

Capable Habitat: Habitat that was suitable at some time in the past but does not currently provide the characteristics of suitable habitat and is not occupied by Mexican Spotted Owls. It has the capability of attaining the characteristics of suitable habitat at some time in the future through prescribed management treatment or natural processes.

Complete Coverage: The intent of obtaining complete coverage is to elicit a response from all owls in the survey area that will respond to a spotted owl call and have the person conducting the field outing hear and locate their response. 100 percent of the suitable habitat in an area surveyed must be within $\frac{1}{2}$ mile of calling routes or points.

Complete Survey: One of 4 replicate sets of one or more field outings in a survey area that attains complete coverage of the survey area within the 7 day time period. The objective is to detect Spotted Owls.

Continuous Calling: Call at regular or irregular intervals while walking along an established route. Listen for a response for a short period of time.

Daytime Follow-up Visit (Inventory): A daytime follow-up visit is a four certified person- hour, or longer, walk-through search within a minimum of a one-quarter and generally not more than one-half mile radius around the location where at least presence has been established

Field Outing: Each trip to the field associated with conducting protocol activities. For inventory it includes nighttime and daytime calling outings and daytime follow-up visits.

Field Season (Inventory): March 1 through August 31.

Fledgling: An owl of the year that is out of the nest but unable to completely care for itself. It is considered fledged when it is fully feathered and capable of flying, generally by September. Gives only juvenile begging call.

Historical information: Owl location information obtained outside the field season. It is not to be used to establish occupancy or reproductive status for a given year. Intermediate Points. Calling locations between identified calling point or routes to attain complete coverage. Used to improve coverage when conditions require it. Not required to be established prior to the field outing used.

Juvenile: An owl less than 2 years old. Usually identified by tail feathers that have a pointed whitish terminal band. The point and terminal band tend to wear off as the owl ages making it difficult to distinguish a juvenile owl, during its second year, from an adult.

Leap Frog Calling: The leapfrog method is very useful when driveable roads allow coverage of all or a portion of the survey area. It requires two people, but nighttime inventories are best accomplished by two people from a safety standpoint. One caller begins calling while the Other person drives the vehicle ahead to a predetermined point, usually about a half mile, leaving the vehicle for the first person, and they continue on down the road like this. It often involves continuous calling.

Mixed Conifer Type: A forest type usually dominated by Douglas-Fir (*Pseudotsuga Menziesii*) and/or White Fir (*Abies Concolor*) and usually having Ponderosa Pine (*Pinus ponderosa*) Southwestern White Pine (*P. Stobiformis*), and/or Limber Pine (*P. Flexillis*) present. It frequently contains Rocky Mountain Maple (*Acer Glabrum*), Boxelder (*A. Negundo*), Bigtooth Maple (*A. Grandidentatum*), Gambel Oak (*Quercus Gambelii*), Aspen (*Populus Tremuloides*), or other hardwood species Engleman Spruce (*Picea Engelmannii*), Blue Spruce (*P. Ungnes*), and/or White Fir comprises at least 25 percent of the stand and ponderosa pine is less than 60 percent of the stand.

Mousing: Feeding mice to owls. The most efficient way to locate nests, females, and young. The assumption is that an adult male will take a mouse to a female on the nest, or to a female for her to feed the young, or to the young itself, thus locating the nest, mate and/or young.

Nest: A Spotted Owl nest is a platform on which eggs are laid. Suitable nest substrates include: broken topped trees, old raptor nests, witches brooms, rock outcrops, caves, or cliff ledges. A Mexican spotted owl must be observed using the structure. Use Includes: copulation, female in nest, young in nest, etc.

Nestling: An owl of the year that is still in the nest.

Observer/survey or/caller: Used interchangeably in this document. These terms refer to the person doing Spotted Owl inventories.

Occupancy Classification: A classification used in inventory and monitoring that includes the following classes: 1) absence, 2) presence, 3) single inferred, 4) single confirmed, 5) pair inferred, and 6) pair confirmed.

Other Hardwood Forest Types: Hardwood forest cover types important for the Mexican Spotted Owl. These include live Oak Woodlands, Arizona Sycamore (*Plantanus wrightii*), Arizona Cyprus (*Cupresus Arizona*), and hardwood riparian types (combinations of Boxelder Maple, Cottonwood, (*Populus spp.*), Willow (*Salix spp.*), Alder (*Alnus spp.*) or Arizona Cyprus).

Pair Confirmed: A pair(s) of owls is confirmed if any of the following are observed:

- a. One spotted owl is observed roosting within 200 yards of its mate;
- b. A male is observed and female is still on the nest;
- c. Young spotted owls are observed;
- d. A vocalization by one owl and the visual observation of another, of the opposite sex within 200 yards of each other during a 10 minute time period during either the daytime or nighttime.

e. Male and female owls are vocalizing back and forth within 200 yards of each other during a 10 minute time period during the daytime.

Pair Inferred: A pair of owls is inferred when one of the following are observed:

a. Vocalizations of young are heard but not heard but not seen and adults are not seen or heard.

b. Male and female owls are vocalizing with each other within a 10 minute time period within 200 yards of each other during a nighttime field outing, but a daytime follow-up visit confirms only one bird.

c. Male and female owls are vocalizing back and forth to each other within a 10 minute time period and within 200 yards of each other during two nighttime field outings, but daytime follow-up visits do not find any owls present.

Pine/oak Type: Forest cover types with a Pine Overstory and an Oak Understory. Oak comprises at least 10 percent of the stand's basal Area in trees 5 inches and larger. Determine oak basal area from diameter at root crown (DRC). Ponderosa Pine and Gambel Oak are the most common species making up these types, but apache pine (*Pinus Engelmann*) or Chihuahua Pine (*P. Leiophyll*) and live oaks (*Q. Arizonica*, *Qernoryi*, *Chrysolepis*, *Q. hypoleuciodes*, *Q. Rugosa*, *Q. Oblongifolia*, *Q. Grisea*, and other oaks) form a number of types especially in Ssoutheastern Arizona and Southwestern New Mexico. Pinyon Pine (*Pinus Edulis*) and Juniper (*Juniperus scopulorum*, *J monosperma*, *J. utahensis*, or *J. deppeana*) trees are occasionally present.

Point Calling: A survey method where the surveyor calls for a specific period of time at each calling point and then moves to the next point.

Ponderosa Pine Type: A forest cover type with ponderosa pine making up at least 60 percent of the stand. Other conifers or hardwood species make up the remainder. Conifer species other than ponderosa pine or hardwood species make up less than 25 percent of the stand's basal area as individual groups or 40 percent of the stand collectively. Gambel oak comprises less than 10 percent of the stand's basal area.

Potential Foraging Habitat: Habitat that may be used by the owl for foraging. It usually cannot attain the characteristics of suitable habitat.

Predator: Potential Mexican Spotted Owl predators include Great-Horned Owl, Goshawk, and Red-Tailed Hawk. Great-Horned Owls have been known to prey on spotted owls especially young and dispersing juveniles. The incidence rate of predation is not known but thought to be low, The Goshawk and Red-Tailed Hawks are thought to prey on MSO at even lower rates than the Great-Horned Owl. Bald and Golden Eagles, Peregrine Falcons, and other avian predators may prey on MSO on rare occasions, but should not generally be considered potential predators.

Presence: Occupancy classification determined by a vocal response given by one or more spotted owls during only one field outing at one location.

Remote Area: Any survey area which requires more than 4 hours of travel time by vehicle and/or foot during good road, trail and weather condition (good for the road or trail in question) to reach from the District Office.

Roost: Tree, cliff ledge, rock, or log used by a Mexican Spotted Owl for extended rest periods. A roost site consists of the tree used to perch in and all other trees whose crowns overlap or interlock with the perch tree. Identified by observations of the owl and presence of pellets, white-wash, and other evidence indicating a spotted owl's roost. Classed as: a) day-roosts-characterized by sites used during the day that provide a cool moist microclimate or b) night-roost – used for resting during night foraging.

Single Confirmed: A single spotted owl located during a daytime field outing, daytime follow-up visit, or a nighttime visual observation by a person certified by the Forest Service to conduct inventories.

Single Inferred: Auditory responses heard during two or more separate nighttime field outings with no visual observation of a spotted owl.

Subadult: Fully feathered but less than 2 years old. The pint of the terminal tail band tend to wear off as the owl ages, making it difficult to distinguish a 2nd year subadult from an adult.

Suitable Hatabit: Suitable habitat is defined as those habitats that meet the year-around needs of the owl. It provides the conditions used by the owl for nesting, day-roosting, and foraging; however it need not be occupied to be considered suitable. Any habitat used by the owl for nesting and/or day-roosting during the breeding season whether it meets the following characteristics or not is considered suitable habitat for that pair or site. Between 20 and 40 percent of Mexican spotted owls inhabit a variety of canyons. These vary from ones with a "high degree of forest structure on at least one of the canyon slopes to little or no tree cover". One of the canyon slopes to little or no tree cover in the canyon. The one common character among these is steep to vertical rock walls being present in all or part of the canyon. The remaining owls inhabit forested sites. Forest cover types providing suitable habitat include: 1) mixed conifer, 2) pine/oak, 3) other hardwood types, and occasionally 4) ponderosa pine. The following structural characteristics provide the best description of what we know about suitable forested habitat.

a. Moderately closed to closed canopy; generally greater than 70 percent closure in mixed conifer (minimum of 60%) and 60% in ponderosa pine pine/oak, and other hardwood types (minimum of 50%).

b. Multi-storied stands containing several canopy layers comprised of conifer and hardwood trees and shrubs greater than approximately 8 feet in height.

c. Stand age and tree size are generally in the mid-age, mature or old forest developmental stages. The size of the dominant and co-dominant trees in the main canopy generally range from 12-18 inches DBH in the mid-age class and greater than 18 inches DBH in the mature and old forest stands. Young stands are sometimes used for nesting and day roosting. In these young stands the dominant and co-dominant trees range from 9-12 inches DBH.

Additional characteristics often present in suitable habitat include:

- a. A component of large trees, often old remnants, is generally found in younger strands and is often present in mature stands.
- b. Often contains rock outcrops, cliffs, or talus.
- c. Standing dead and large down woody material are often present.
- d. Often the stands are diverse with a mix of small openings, not of uniform density throughout.

Survey or Inventory Area: The area in which spotted owl inventory is conducted.

Survey Methods: Methods used in spotted owl inventories which include 1) continuous calling, 2) leap frog, 3) calling point, and 4) fixed point for Formal monitoring.

Training standards: Standards established for all persons doing spotted owl inventory work to ensure they recognize spotted owls, their predators and understand the protocol.

Travel Time: The time is taken to travel from the District office to the starting point of the closest route in a survey area.

Unsuitable: Does not provide the characteristics of suitable habitat. It is not used for nesting but may be used for foraging and occasionally for roosting. It does not have the capability of attaining the characteristics of suitable habitat at any time in the future through prescribed management treatments or natural processes.

Young: Owls of the year that are out of the nest but not fully feathered. May be capable of gliding or flying. Gives only juvenile begging call.

MEXICAN SPOTTED OWL DAYTIME FOLLOW-UP VISIT FORM
(Exhibit 7)

FOREST: _____ District: _____ DATE: _____

MANAGEMENT TERRITORY#: _____

INVENTORY AREA: _____ GENERAL HABITAT _____

QUAD MAP NAME(S): _____ VISIT#: _____

OBSERVERS: _____

FOLLOW-UP VISIT FOR INVENTORY: _____; INFORMAL MONITORING

DATE PRESENCE DETECTED: _____ (for inventory follow-up visit)

DATE SINGLE INFERRED: _____ (for inventory follow-up visit)

DATE PAIR CONFIRMED: _____

UTM LOCATION: _____ E _____ N

WEATHER: _____ TIME: _____

Start: Wind _____ Clouds _____ PPT _____ Temp _____ Survey begins: _____ ends _____ total: _____ hrs

Ends: Wind _____ Clouds _____ PPT _____ Temp _____

OWL RESPONSE: (circle one) Visual Vocal None

OWLS PRESENT:

ADULT/SUBADULT: _____

(# F= female, M=male, A=adult, S=subadult, U= unknown)

#NESTLINGS: _____ # YOUNG: _____

DEAD OWLS: (describe) _____

REPRODUCTIVE STATUS: (circle one)

Not nesting Active on nest Active but not on nest Unknown

MOUSING USED? Y or N NUMBER USED: _____

FATE OF MOUSE TAKEN BY FOLLOWING OWLS:

<u>MALE</u>	<u>FEMALE</u>	<u>UNKNOWN SEX</u>	
MOUSE 1: _____	MOUSE 1: _____	MOUSE 1: _____	MOUSE 5: _____
MOUSE 2: _____	MOUSE 2: _____	MOUSE 2: _____	MOUSE 6: _____
MOUSE 3: _____	MOUSE 3: _____	MOUSE 3: _____	MOUSE 7: _____
MOUSE 4: _____	MOUSE 4: _____	MOUSE 4: _____	MOUSE 8: _____

(I=ignores; C=cached; F=taken by female; Y=taken by young; N= taken to nest; A= ate; L= left with mouse and fate unknown; G= mouse got away; H= held for 1 hour)

NEST LOCATED? Yes No EVIDENCE USED: _____

DAY ROOST LOCATED? Yes No

OTHER RAPTORS HEARD OR SEEN (circle one and describe): _____

COMMENTS (on back of form): _____

Mexican Spotted Owl Informal Monitoring (Survey) Summary Form
(Exhibit 8)

Forest: _____ District: _____

Management Territory#: _____

Quad Map Name(s): _____

Nighttime Surveys: _____

Complete Survey #1: Date Started: _____ Date Completed: _____

Results: _____

Complete Survey #2: Date Started: _____ Date Completed: _____

Results: _____

Complete Survey #3: Date Started: _____ Date Completed: _____

Results: _____

Complete Survey #4: Date Started: _____ Date Completed: _____

Results: _____

Complete Survey #5: Date Started: _____ Date Completed: _____

Results: _____

Complete Survey #6: Date Started: _____ Date Completed: _____

Results: _____

DAYTIME FOLLOW-UP VISIT (within 48 hrs, mouse to find pair, 4 hr search):

Visit #1: Date _____ Follow-up Result: _____

Visit #2: Date _____ Follow-up Result: _____

Visit #3: Date _____ Follow-up Result: _____

Visit #4: Date _____ Follow-up Result: _____

Visit #5: Date _____ Follow-up Result: _____

Visit #6: Date _____ Follow-up Result: _____

REPRODUCTIVE VISIT RESULTS (if find pair May 15-July 31):

Visit #1: Date _____ Follow-up Result: _____

Visit #2: Date _____ Follow-up Result: _____

Visit #3: Date _____ Follow-up Result: _____

Visit #4: Date _____ Follow-up Result: _____

Visit #5: Date _____ Follow-up Result: _____

SEARCH FOR MORE YOUNG (if find young, 1 hr search, 300 yds)

Visit #1: Date _____ Follow-up Result: _____

Visit #2: Date _____ Follow-up Result: _____

COMMENTS:

1994 Mexican Spotted Owl Nest Site Data Form

ID Nest Location on Map and Photos

Management Territory No. _____
(Exhibit 9)

Date Located _____ UTM _____ E _____ N _____

Elevation _____ Aspect (degrees) _____ Slope (%) _____

Topography: (circle one)

Level steep (no rock)	Steep (rock)	Ridge Top	Drainage Bottom	Rock Wall
Slope Position: (circle one)	Upper 1/3	Middle 1/3	Lower 1/3	
Land Use Class: (circle one)	Reserved	Withdrawn	Suitable	Unsuitable
Forest Type: (circle one)	P. Pine	Pine/Oak	Mixed Conifer	Spruce Fir
	Cottonwood Riparian	Other Riparian	Pinyon/juniper	Other
Substrate: (circle one)	Withches-broom	Platform	Tree Cavity	
	Cliff	Cave	Other Nest	

Tree or Cliff Date: (Fill in what is appropriate!!!)

Diameter _____ Species _____ Height _____ Nest Height _____ Nest Aspect _____

Tree Number: _____ Tagged? _____

Distance _____ and Bearing _____ from bearing tree
to nest tree. Flagging color on bearing tree _____.

Observers _____

Comments (include description on how to find nest):

1994 Mexican Spotted Owl Day Roost Site Data Form

ID on Map and Photos

Management Territory No. _____
(Exhibit 10)

Date Located _____ UTM _____ E _____ N _____

Single Tree _____ Grove? _____ (Describe grove in comments)

Elevation _____ Aspect (degrees) _____ Slope (%) _____

Topography: (circle one)

- | | | | | |
|------------------------------|---------------------|----------------|-----------------|------------|
| Level steep (no rock) | Steep (rock) | Ridge Top | Drainage Bottom | Rock Wall |
| Slope Position: (circle one) | Upper 1/3 | Middle 1/3 | Lower 1/3 | |
| Land Use Class: (circle one) | Reserved | Withdrawn | Suitable | Unsuitable |
| Forest Type: (circle one) | P. Pine | Pine/Oak | Mixed Conifer | Spruce Fir |
| | Cottonwood Riparian | Other Riparian | Pinyon/juniper | Other |
| Substrate: (circle one) | Withches-broom | Platform | Tree Cavity | |
| | Cliff | Cave | Other Nest | |

Tree or Cliff Date: (Fill in what is appropriate!!!)

Diameter _____ Species _____ Height _____ Roost Height _____

Tree Number: _____ Tagged? _____

Observers _____

Comments (include description on how to find roost):

U.S. DEPARTMENT OF AGRICULTURE (02/02)
SIMPLIFIED ACQUISITION TERMS AND CONDITIONS (SERVICE/SUPPLY)

52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (FEB 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (AUG 1996) (E.O. 11755).

(ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(iii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002)

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (FEB 2002)

(v) 52.233-1, Disputes (DEC 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (MAR 2001).

(vii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).

(ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iv) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(vi) 52.222-37, Employment Reports on Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans. (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vii) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).

(viii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ix) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(x) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (FEB 2002) (41 U.S.C.

10a - 10d)(Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xi) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information).

(xii) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information).

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels).

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery if f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of GOD or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer for the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurance of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Supplement to Clause 52.213-4:

GENERAL - THE FOLLOWING CLAUSES APPLY TO ALL PURCHASE ORDERS:

52.203-3 Gratuities (APR 1984)

52.219-6 Notice of Total Small Business Set Aside (JUL 1996))

52.242-17 Government Delay of Work (APR 1984)

52.245-4 Government-furnished Property (Short Form) (APR 1984)

ADDITIONAL CLAUSES THAT APPLY WHEN APPLICABLE:

52.211-16 Variation in Quantity (APR 1984)

52.213-2 Invoices (APR 1984) (Applicable when advance payments are authorized for subscriptions and other pubs.)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)(over \$10,000)

552.223-4 Recovered Material Certification (OCT 1997) (applicable if required by the Specs.)

52.232-18 Availability of Funds (APR 1984) (Applicable if involved in the text of the order for orders issued before new fiscal year funds become available.)

52.232-23 Assignment of Claims (JAN 1986) (Applicable to orders over \$1,000.)

ADDITIONAL CLAUSES APPLICABLE TO CONTRACTS WITH INDIVIDUALS

52.223-6 Drug-Free Workplace (MAY 2001)

ADDITIONAL CLAUSES APPLICABLE TO THE PURCHASE OF EQUIPMENT AND SUPPLIES:

52.211-5 Material Requirements (AUG 2000)

52.242-17 Government Delay of Work (APR 1984)

52.243-1 Changes -- Fixed Price (AUG 1987)

52.247-35 F.O.B. Destination Within Consignee's Premises (APR 1984) (Applicable if "inside delivery" is specified.)

SERVICES - ADDITIONAL CLAUSES APPLICABLE TO PURCHASE OF SERVICES:

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989) (If applicable, rates shown in text of order.)

52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (applicable to multiple year and option year contracts)

52.236-2 Differing Site Conditions (APR 1984)

52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)

52.236-6 Superintendence by the Contractor (APR 1984)

52.236-7 Permits and Responsibilities (NOV 1991)

52.236-8 Other Contracts (APR 1984)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)

52.236-10 Operations and Storage Areas (APR 1984)

52.236-12 Cleaning Up (APR 1984)

52.236-13 Accident Prevention (NOV 1991)

- 52.237-2 Protection of Government Buildings, Equipment and Vegetation
- 52.242-14 Suspension of Work (APR 1984)
- 52.243-1 Changes - Fixed Price - Alternate I (APR 1984)

PERSONAL SERVICES-Substitute the following if personal services:

- 52.232-3 Payments Under Personal Service Contracts (APR 1984)
- 52.249-12 Termination (Personal Services) (APR 1984)

WAGE DETERMINATION NO: 94-2531 REV (18) AREA: UT, STATEWIDE

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2531
Revision No.: 18
Date Of Last Revision: 06/13/2001

State: **Utah**
Area: **Utah** Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE**MINIMUM WAGE RATE****Administrative Support and Clerical Occupations**

Accounting Clerk I	7.68
Accounting Clerk II	8.73
Accounting Clerk III	10.75
Accounting Clerk IV	12.63
Court Reporter	11.33
Dispatcher, Motor Vehicle	12.65
Document Preparation Clerk	9.34
Duplicating Machine Operator	9.34
Film/Tape Librarian	9.78
General Clerk I	7.66
General Clerk II	8.96
General Clerk III	9.50
General Clerk IV	11.44
Housing Referral Assistant	13.47
Key Entry Operator I	9.17
Key Entry Operator II	10.89
Messenger (Courier)	7.68
Order Clerk I	10.20
Order Clerk II	11.78
Personnel Assistant (Employment) I	9.76
Personnel Assistant (Employment) II	10.76
Personnel Assistant (Employment) III	11.31
Personnel Assistant (Employment) IV	12.56
Production Control Clerk	13.51
Rental Clerk	9.78
Scheduler, Maintenance	10.49
Secretary I	10.49
Secretary II	11.80
Secretary III	13.47
Secretary IV	16.02
Secretary V	17.37
Service Order Dispatcher	11.25
Stenographer I	10.66
Stenographer II	11.98
Supply Technician	16.02
Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	9.09
Test Examiner	11.80

Test Proctor	11.80
Travel Clerk I	9.00
Travel Clerk II	9.61
Travel Clerk III	10.13
Word Processor I	9.69
Word Processor II	13.13
Word Processor III	14.55

Automatic Data Processing Occupations

Computer Data Librarian	8.56
Computer Operator I	9.84
Computer Operator II	12.44
Computer Operator III	16.17
Computer Operator IV	17.62
Computer Operator V	19.52
Computer Programmer I (1)	15.84
Computer Programmer II (1)	18.31
Computer Programmer III (1)	22.49
Computer Programmer IV (1)	27.23
Computer Systems Analyst I (1)	19.94
Computer Systems Analyst II (1)	23.65
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	9.84

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	15.86
Automotive Glass Installer	14.43
Automotive Worker	14.43
Electrician, Automotive	15.23
Mobile Equipment Servicer	12.84
Motor Equipment Metal Mechanic	15.86
Motor Equipment Metal Worker	14.43
Motor Vehicle Mechanic	15.02
Motor Vehicle Mechanic Helper	11.89
Motor Vehicle Upholstery Worker	13.64
Motor Vehicle Wrecker	14.43
Painter, Automotive	15.23
Radiator Repair Specialist	14.43
Tire Repairer	12.41
Transmission Repair Specialist	15.86

Food Preparation and Service Occupations

Baker	10.08
Cook I	8.91
Cook II	10.08
Dishwasher	6.58
Food Service Worker	7.57
Meat Cutter	11.59
Waiter/Waitress	7.16

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	15.76
Furniture Handler	10.31
Furniture Refinisher	15.76
Furniture Refinisher Helper	11.89

Furniture Repairer, Minor	13.64
Upholsterer	15.76

General Services and Support Occupations

Cleaner, Vehicles	7.51
Elevator Operator	6.99
Gardener	10.25
House Keeping Aid I	6.89
House Keeping Aid II	6.99
Janitor	8.03
Laborer, Grounds Maintenance	8.23
Maid or Houseman	6.89
Pest Controller	9.50
Refuse Collector	7.57
Tractor Operator	9.58
Window Cleaner	7.61

Health Occupations

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	10.13
Licensed Practical Nurse II	11.38
Licensed Practical Nurse III	12.73
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.26
Nursing Assistant II	8.16
Nursing Assistant III	8.91
Nursing Assistant IV	9.99
Pharmacy Technician	12.19
Phlebotomist	10.92
Registered Nurse I	15.69
Registered Nurse II	19.39
Registered Nurse II, Specialist	19.39
Registered Nurse III	25.83
Registered Nurse III, Anesthetist	25.83
Registered Nurse IV	28.84

Information and Arts Occupations

Audiovisual Librarian	17.62
Exhibits Specialist I	14.54
Exhibits Specialist II	17.70
Exhibits Specialist III	21.59
Illustrator I	14.54
Illustrator II	17.70
Illustrator III	21.59
Librarian	17.59
Library Technician	10.72
Photographer I	12.45
Photographer II	14.54
Photographer III	17.70
Photographer IV	21.59
Photographer V	26.20

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	7.48
Counter Attendant	7.48
Dry Cleaner	8.67
Finisher, Flatwork, Machine	7.48
Presser, Hand	7.48
Presser, Machine, Drycleaning	7.48
Presser, Machine, Shirts	7.48
Presser, Machine, Wearing Apparel, Laundry	7.48
Sewing Machine Operator	8.82
Tailor	9.56
Washer, Machine	7.98

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	16.41
Tool and Die Maker	18.54

Material Handling and Packing Occupations

Forklift Operator	11.95
Fuel Distribution System Operator	12.84
Material Coordinator	15.07
Material Expediter	15.07
Material Handling Laborer	11.67
Order Filler	10.28
Production Line Worker (Food Processing)	11.98
Shipping Packer	10.58
Shipping/Receiving Clerk	10.58
Stock Clerk (Shelf Stocker; Store Worker II)	11.66
Store Worker I	8.95
Tools and Parts Attendant	11.95
Warehouse Specialist	11.95

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	15.86
Aircraft Mechanic Helper	11.89
Aircraft Quality Control Inspector	16.49
Aircraft Servicer	13.64
Aircraft Worker	14.43
Appliance Mechanic	15.23
Bicycle Repairer	12.41
Cable Splicer	18.24
Carpenter, Maintenance	15.23
Carpet Layer	16.59
Electrician, Maintenance	18.24
Electronics Technician, Maintenance I	13.43
Electronics Technician, Maintenance II	21.09
Electronics Technician, Maintenance III	22.85
Fabric Worker	13.64
Fire Alarm System Mechanic	15.86
Fire Extinguisher Repairer	12.84
Fuel Distribution System Mechanic	15.86
General Maintenance Worker	13.99
Heating, Refrigeration and Air Conditioning Mechanic	15.86
Heavy Equipment Mechanic	17.26
Heavy Equipment Operator	17.20

Instrument Mechanic	17.20
Laborer	7.57
Locksmith	15.23
Machinery Maintenance Mechanic	17.30
Machinist, Maintenance	15.86
Maintenance Trades Helper	11.89
Millwright	16.01
Office Appliance Repairer	15.23
Painter, Aircraft	15.23
Painter, Maintenance	15.23
Pipefitter, Maintenance	17.68
Plumber, Maintenance	16.98
Pneudraulic Systems Mechanic	15.86
Rigger	15.86
Scale Mechanic	14.43
Sheet-Metal Worker, Maintenance	15.86
Small Engine Mechanic	14.43
Telecommunication Mechanic I	15.86
Telecommunication Mechanic II	16.49
Telephone Lineman	15.86
Welder, Combination, Maintenance	15.86
Well Driller	15.86
Woodcraft Worker	15.86
Woodworker	12.84

Miscellaneous Occupations

Animal Caretaker	8.39
Carnival Equipment Operator	8.67
Carnival Equipment Repairer	9.28
Carnival Worker	6.83
Cashier	7.27
Desk Clerk	8.85
Embalmer	15.82
Lifeguard	9.02
Mortician	15.82
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.90
Recreation Specialist	12.24
Recycling Worker	9.58
Sales Clerk	8.93
School Crossing Guard (Crosswalk Attendant)	7.57
Sport Official	7.90
Survey Party Chief (Chief of Party)	13.85
Surveying Aide	9.86
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.59
Swimming Pool Operator	10.08
Vending Machine Attendant	8.33
Vending Machine Repairer	10.08
Vending Machine Repairer Helper	8.33

Personal Needs Occupations

Child Care Attendant	8.85
Child Care Center Clerk	11.05
Chore Aid	5.99
Homemaker	12.24

Plant and System Operation Occupations

Boiler Tender	18.24
Sewage Plant Operator	15.60
Stationary Engineer	18.24
Ventilation Equipment Tender	11.89
Water Treatment Plant Operator	15.60

Protective Service Occupations

Alarm Monitor	11.29
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	7.05
Guard II	11.29
Police Officer	21.39

Stevedoring/Longshoremen Occupations

Blocker and Bracer	15.62
Hatch Tender	15.62
Line Handler	15.62
Stevedore I	14.72
Stevedore II	16.46

Technical Occupations

Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	13.87
Archeological Technician II	15.51
Archeological Technician III	19.22
Cartographic Technician	20.36
Civil Engineering Technician	17.70
Computer Based Training (CBT) Specialist/ Instructor	22.23
Drafter I	10.12
Drafter II	13.52
Drafter III	15.79
Drafter IV	19.22
Engineering Technician I	10.72
Engineering Technician II	13.09
Engineering Technician III	15.80
Engineering Technician IV	20.11
Engineering Technician V	22.13
Engineering Technician VI	25.36
Environmental Technician	16.89
Flight Simulator/Instructor (Pilot)	23.08
Graphic Artist	19.33
Instructor	17.16
Laboratory Technician	14.06
Mathematical Technician	18.42
Paralegal/Legal Assistant I	12.25
Paralegal/Legal Assistant II	14.58
Paralegal/Legal Assistant III	16.19
Paralegal/Legal Assistant IV	22.14
Photooptics Technician	18.42
Technical Writer	22.80

Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	15.27
Weather Observer, Senior (3)	16.96
Weather Observer, Upper Air (3)	15.27

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	13.50
Parking and Lot Attendant	7.64
Shuttle Bus Driver	8.79
Taxi Driver	7.82
Truckdriver, Heavy Truck	16.00
Truckdriver, Light Truck	8.79
Truckdriver, Medium Truck	15.53
Truckdriver, Tractor-Trailer	16.00

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.