

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 3	2. EFFECTIVE DATE 09/20/2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (IF APPLICABLE)
6. ISSUED BY: USDA, Forest Service Utah Procurement Center 2222 West 2300 South Salt Lake City, UT 84119		7. ADMINISTPRED BY (IF OTHER THAN BLOCK 5) USDA, Forest Service Manti-LaSal National Forest 599 West Price River Drive Price, UT 84501	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code) Cirrus Ecological Solutions, L.C. 570 E. Research Park Way, Ste. 108 North Logan, UT 84341		(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO. RFP 10-00-064	(<input type="checkbox"/>) 9B. DATED (SEE ITEM 11) 07/19/2000
CODE		FACILITY CODE	(<input type="checkbox"/>) 10A. MODIFICATION OF CONTRACT/ORDER NO.
			(<input type="checkbox"/>) 10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 6 and 15, and returning 1 copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or by (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED) None			
13. THIS TIME APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A		
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/OFFER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 143. PURSUANT TO THE AUTHORITY OF FAR 43.103(B)		
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.			
14. Description of amendment/modification: Incorporates changes proposed by the Contractor and accepted by the Government. Attached are: Description of changes, additions, and deletions. Revised proposals must be received by the office in block 6 no later than 4:00 PM on Friday, September 22, 2000. Proposals may be faxed to (801) 975-3478. Offerors should call to verify their fax has been received. Attached are the reponses to the questions covered through phone negotiations on Tuesday, September 19, 2000. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Scott G. Evans, Co-owner		16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) CAROLYN JO LIPPURE	
15b. CONTRACTOR/OFFEROR <i>Scott G. Evans</i> (Signature of person authorized to sign)	15c. DATE SIGNED 9/22/00	15b. UNITED STATES OF AMERICA BY <i>Carolyn Jo Lippure</i> (Signature of Contracting Officer)	16c. DATE SIGNED 09/20/2000

SF30

File in:

Confidential

Shelf

Expandable

Refer to Record No. **0045** Date **09/20/2000**

In C **04/0002 0002 Incoming**

For additional information

COPY

*File Muddy Tract
Copy File Norte Tract
C10411002*

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

CONTRACT NO. 53-84N8-0-021

PROJECT: COAL TRACT EVALUATIONS ON THE MANTI-LASAL

LOCATION: EMERY/SANPETE/SEVIER COUNTIES, UT

CONTRACTOR: CIRRUS ECOLOGICAL SOLUTION, L.C.
570 E. RESEARCH PARK WAY STE. 108
NO. LOGAN, UT 84341

AWARDING OFFICE: UTAH PROCUREMENT CENTER
2222 W. 2300 SO.
SALT LAKE CITY, UT 84119
JO LIPPIRE, CO
(801) 975-3444



File in: *C10411002 2002 Incoming*

Refer to:

- Confidential
- Shelf
- Expandable

Date: *09/2002* for additional information

Amendment # 3
Coal Tract Evaluations on the Manti-La Sal NF
RFP 10-00-064

Appendix B
Resource Data Needs Assessment and Narratives

September 20, 2000

This amendment revises and clarifies the needs for water inventories and testing, and other aspects of the original RFP after conducting telephone conferences with each OFFEROR on September 19, 2000. All other items will remain unchanged.

The term "project area" includes the tract and the 2-mile buffer area. The term "tract" refers to the tract area only.

Springs & Seeps (Item II.B.3.)

- Inventory all springs in the North Horn and Muddy Tract project areas in October 2000. All springs will be located using GPS and assigned an identification number. Provide date-stamped photographs of each spring and a description of probable source and apparent uses. Flow measurements will be taken and field parameters including pH, temperature, conductivity, and turbidity will be recorded. No laboratory analysis will be made at this time.
- The FS, in consultation with the contractor, will designate 10 springs in each project area to be measured for flow and quality (laboratory) during the 2001, 2002, and 2003 seasons. Flow will be measured and quality tested at these 10 springs twice per season in the spring and fall. For the remaining inventoried springs, take flow measurements and field parameters each spring and fall. For springs not previously identified, locate them using GPS, photograph them, and take flow measurements and field parameters.
- Three of the 10 springs in each project area will be identified for continuous monitoring in consultation with the Contractor. The Contractor will be responsible for installation and maintenance of the equipment and for obtaining and recording continuous monitoring data. The Forest Service will provide the AquaRods only.
- Parameters to be tested in the laboratory are pH, conductivity, Na, K, Ca, Mg, Fe, CO₃, SO₄, HCO₃, Cl, and Total Dissolved Solids. Age dating for each of the 10 springs in each tract during base flow only, including tritium (basic), $\delta^2\text{H}$ and $\delta^{18}\text{O}$, and carbon-14. Tests must be done by a Utah Certified laboratory

Streams (Item II.B.4.)

- Visit drainages to determine which ones are potentially perennial in October 2000. The main forks of Straight Canyon Creek and Ferron Creek are excluded for the North Horn Tract project area. The main fork of Muddy Creek is excluded for the Muddy Tract project area. Tributaries to these drainages must be visited. All flowing portions of drainages will be mapped and described. A gain-loss study of the flowing streams must be done for October 2000 and one other year to be determined later (2001, 2002, or 2003). Measurements can be taken of the period of 1 day as long as there is no precipitation. All sites with flow measurements will be located using GPS. Gain-loss studies will include taking quality samples at each location where flow is measured (FS estimates 12 samples for the Muddy Tract and 4 for the North Horn Tract for bidding purposes).
- The Contractor and FS will identify stream locations for installation of continuous monitoring equipment. Four stations are anticipated for the Muddy Tract with none for the North Horn Tract). In the fall of 2000, the Contractor will locate each station using GPS, construct the station if possible, but not install the AquaRod. The AquaRods will be installed as soon as the project area is accessible during the following spring. The FS will provide the AquaRods only.

Rating curves for the continuous monitoring sites must be done during the 2001 field season that would involve 8 visits over the field season for each continuous monitoring site. Since 4 visits will be done anyway, this would involve 4 additional visits to each site for this year only. If any of the structures are significantly disturbed, development of a new rating curve might be necessary.

- Stream profiles (one time during 2000 or 2001) for perennial streams and non-flowing portions of these streams that support significant riparian vegetation (perennially functioning) will be needed to be able to assess potential impacts of subsidence to stream morphology of perennial stream systems.
- Observed flow extents for each of the perennial drainages will be mapped in the fall of 2000, 2001, 2002, and 2003.
- In conjunction with continuous flow measurements for four stations on the Muddy Tract during 2001, 2002, and 2003, water quality samples for laboratory testing will be taken in the spring (as soon as accessible to sample spring runoff conditions), late spring/early summer, mid-summer, and fall (in October to sample base flow conditions). This would be 4 stations x 4 quality samples = 16 quality samples/tests. Don't forget that a second year (two total years only during base flow) of gain-loss will be needed with a total of 12 samples for Muddy and 4 for North Horn. This would coincide with the fall quality samples, so 4 of these will already be done on the Muddy Tract, leaving 8 additional quality tests for one of the three years.

- Water quality parameters to be tested include pH, temperature (field), conductivity, turbidity, dissolved oxygen, Na, K, Ca, Mg, Fe, CO₃, SO₄, HCO₃, Cl, Nitrate as Nitrogen, Total Phosphorous, and Total Dissolved Solids. In addition to the above, the following parameters will be tested only for the continuous monitoring stations associated with the Muddy Tract project: Al, As, Cd, Cr, Cu, CN, Pb, Hg, Ni, Se, Ag, and Zn (excluding the gain-loss quality tests), measured in micrograms, dissolved (Standards of Quality for Waters in the State, R317-2, Utah Administrative Code, Utah Department of Environmental Quality, Division of Water Quality, March 17, 2000).

Other Items

- The Contractor must provide the materials and labor to install the continuous monitoring stations. The FS will provide the instruments. The Contractor must provide field computers to retrieve data from the continuous monitoring recorders.
- No decision can be made at this time whether or not to leave the continuous monitoring equipment in place over the winter season. This will be determined in consultation with the Contractor after the monitoring points are identified and the equipment is installed.
- Resource inventories must include both the tract area and 2-mile buffer zone unless otherwise specified.
- TEPS plant surveys must be conducted in areas indicated by Bob Thompson (Forest Botanist) where habitat exists, including the buffer area.
- Raptor surveys must be completed in suspected habitat areas for as many seasons as necessary to provide for the number of years of data needed specified for individual species in the Uinta-Southwestern Utah Coal Lease Data Adequacy Standards and in the Data Needs Assessment (both included in the original RFP).
- Two mining scenarios (Reasonably Foreseeable Development Scenarios) are needed. One for each alternative consistent with the requirements of the alternatives. Scenarios must include underground mining layouts, surface structures needed, and potential additional drilling needed to a lessee to develop the tract after it is leased. Alternative 2 emphasizes mining with no specific requirements for preventing subsidence in sensitive resource areas. Alternative 3 emphasizes mining with protection of sensitive surface resource areas (perennial drainages, escarpments, significant cultural resource/historic sites, communications sites and associated powerlines) from subsidence. Effects analyses in the Technical Reports must include the effects of mining, subsidence, seismicity, and surface developments on resources as outlined in the issue statements in the RFP. The Contractor is not required to develop a specific mining scenario for Alternative 4 to be developed based on the results of the Technical Reports, but the Contractor will make recommendations regarding development of a compromise alternative (Alternative 4).

- The mining scenarios must address minability of seams with overburden greater than 2000 feet. Information/advice can be obtained from BLM.
- All reservoirs and stock ponds in the project areas (including buffer zone) will be inventoried and located. Only reservoirs will be tested for water quality as specified in the Data Needs Assessment and Narratives, Water and Air Resource Data Needs, Item II.B.2.d. Water parameters will include those listed above for streams. The FS estimates that there are 3 reservoirs per tract. There is no need to test Joes Valley Reservoir.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. AMENDMENT # 02		3. Effective Date 9/12/00	4. Requisition/Purchase Req.#	5. Project No.#
6. Issued By: USDA Forest Service Geometronics Service Center 2222 West 2300 South Salt Lake City, UT 84116		Code #	7. Administered By: Code #	
8. Name and Address of Contractor (Address) Cirrus Ecological Solutions, L.C. 570 E. Research Park way, Ste 108 North Logan UT 84301		9A. Amendment of Solicitation No. RFP 10-00-064		
Code:		9B. Dated (See Item 11) 7/19/00		
Facility Code:		10A. Modification of Contract/Order No.		
10B. Dated (See Item 13)				

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

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

- A This change order is issued pursuant to (Specify authority) the changes set forth in Item 14 are made in the Contract Order No. in item 10A. 52.243.5 52.243.4
- B The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in Item 14, pursuant to the authority of FAR 43.103(b).
- C This supplemental agreement is entered into pursuant to authority of:
- D Other (Specify type of modification and authority)

E. IMPORTANT Contractor IS NOT, IS required to sign this document and return copy (ies) to the issuing office.

14. Description of amendment: The attached document clarifies information provided in Appendix B, Resource Data Needs Assessment and Narratives Water and Air Resource Data Needs. All final proposal revisions must be received at the place specified in Item 6, or handcarried, in the depository located at 2222 West 2300 So., Salt Lake City, UT, until COB 4:00 P.M. local time on September 20, 2000. CAUTION--LATE Submission, Modifications, and Withdrawals: See Section L, Provisions No. 52.214-7 or 52.215-1. All offerors are subject to all terms and conditions contained in this solicitation.

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

15A. NAME & TITLE OF SIGNER (Type or Print) Scott G. Evans, Co-Owner		16A. NAME & TITLE OF CONTRACTING OFFICER CAROLYN J. LIPPIRE, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 9/22/00	16B. UNITED STATES OF AMERICA	16C. DATE 9/12/00
(Signature of person authorized to sign)		By: (Signature of Contracting Officer)	

**Coal Tract Evaluations on the Manti-La Sal NF
RFP 10-00-064**

**Clarifications to Appendix B
Resource Data Needs Assessment and Narratives
Water and Air Resource Data Needs**

September 11, 2000

This clarifies the needs for water inventories and testing originally described in the RFP under Appendix B, Resource Data Needs Assessment, Narratives for Water and Air Resource Data Needs.

There was considerable confusion as to the frequency of monitoring and parameters to be tested regarding springs and streams as evidenced by the proposals received. This document clarifies the frequency of monitoring and parameters to be tested. All other items called for in the original solicitation State of Work remain unchanged.

Springs & Seeps (Item II.B.3.)

- Inventory all springs in October 2000, 2001, and 2002. All springs will be located using GPS and assigned an identification number. Provide date-stamped photographs of each spring. Flow measurements will be taken and recorded. All springs with measurable flow will be sampled and tested for quality.
- Inventory all springs with measurable flow in the spring of 2001, 2002, and 2003 as soon as access is possible to obtain runoff related information. Flow measurements will be taken at each spring. Quality samples will be taken at each spring with measurable flow identified previously during the fall inventories (cumulatively).
- For 2 or 3 springs in each tract, continuous monitoring stations will be installed by the contractor. The contractor will be responsible for installation and maintenance of the equipment and for obtaining and recording continuous monitoring data. The Contractor and FS will work together to identify the springs to be monitored.
- Parameters to be tested are pH, temperature, conductivity, Na, K, Ca, Mg, Fe, CO₃, SO₄, HCO₃, Cl, and Total Dissolved Solids. Age dating for each spring during base flow including tritium, deuterium, and carbon-14.

Streams (Item II.B.4.)

- Inventory drainages to determine which ones are potentially perennial in October 2000, 2001, and 2002. All flowing portions of drainages will be mapped with the

- beginning and ending segments of flow located using GPS. A gain-loss study of the flowing streams must be done for at least two years.
- The Contractor and FS will identify stream locations for installation of continuous monitoring equipment. The Contractor will locate each station using GPS. The Contractor will be responsible for installation and maintenance of the equipment and for obtaining and recording continuous monitoring data.
- Water flow measurements and quality samples will be taken in the spring (as soon as accessible to sample spring runoff conditions) and fall (in October to sample base flow conditions) in the main stream immediately below the confluence of each flowing tributary, in each flowing tributary immediately above the confluence, and in the main stream below the tract boundary.
- Water quality parameters to be tested include pH, temperature, conductivity, turbidity, Na, K, Ca, Mg, Fe, CO₃, SO₄, HCO₃, Cl, Nitrogen, Phosphate, Total Dissolved Solids, Total Petroleum Hydrocarbons, and RCRA metals.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. AMENDMENT # 01		3. Effective Date 8/9/00	4. Requisition/Purchase Req.#	5. Project No.#
6. Issued By: USDA Forest Service Geometronics Service Center 2222 West 2300 South Salt Lake City, UT 84116		Code #	7. Administered By: Code #	
8. Name and Address of Contractor (Address)		9A. Amendment of Solicitation No. RFP 10-00-064		
		9B. Dated (See Item 11) 7/19/00		
Code:		10A. Modification of Contract/Order No.		
Facility Code:		10B. Dated (See Item 13)		

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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- A This change order is issued pursuant to (Specify authority) the changes set forth in Item 14 are made in the Contract Order No. in item 10A. 52.243.5 52.243.4
- B The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in Item 14, pursuant to the authority of FAR 43.103(b).
- C This supplemental agreement is entered into pursuant to authority of:
- D Other (Specify type of modification and authority)

~~E. IMPORTANT Contractor IS NOT, IS required to sign this document and return copy (ies) to the issuing office.~~

14. Description of amendment: Attached are pre-bid conference notes, TEPS Species List, and Cultural Resources Data Needs Assessment. All else remains the same.

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

15A. NAME & TITLE OF SIGNER (Type or Print)		16A. NAME & TITLE OF CONTRACTING OFFICER CAROLYN J. LIPPIRE, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE 8/9/00
(Signature of person authorized to sign)		By: <i>Karen A Goodsell</i> (Signature of Contracting Officer)	

The following are notes from the Pre-bid conference held Monday, August 7, 2000 at 10:00 AM at the Manti-La Sal National Forest, Supervisor's Office in Price, Utah.

In attendance:

Jo Lippire	USDA – Forest Service
Stan McDonald	USDA – Forest Service
Patrick Collins	Mt. Nebo Scientific
Joseph M. Jarvis	JBR Environmental Consultants
Sue Ann Bilbey	Uinta Palentological Association, Inc
Kelly Payne	Norwest Mine Services
Ben Grimes	Hansen, Allen & Luce
Alan Mayo	Mayo and Associates
Randy Gainer	Maxim Technologies, Inc
Terry Massoth	Andersen, Kravits & Massoth
Chris Kravits	Kravits Geological Services, LLC
Paul Anderson	Consulting Geologist
Neal Artz	Cirrus Ecological Solutions
Charles Hendricks	Brown & Caldwell & Hendricks Consulting
Karl Boyer	USDA – Forest Service
Brian McGunegus	Agapito Associates, Inc
Kyle Free	Agapito Associates, Inc
Tom Paluso	EIS
David Lteed	EIS
Mel Coonron	EIS
Rod Player	USDA – Forest Service
Charles Rehn	Harding Lawson Associates
Keith Montgomery	Montgomery Arch Consulting
Rick Hauck	AERC.
Carter Reed	USDA – Forest Service
Aaron Howe	USDA – Forest Service

This is a Federal project paid by Federal dollars and will be negotiated under Part 15 of the Federal Acquisition Regulations.

Two items were inadvertently left out of the RFP. They are the Cultural Resources Data Needs Assessment referred to on page 4 of Appendix B under Archaeological Resources. The second is the Threatened, Endangered, Proposed, and Sensitive (TEPS) species list referred to on page 5 of Appendix B under Threatened, Endangered, Proposed, Sensitive Species. These were made available to prospective offerors at the meeting. Both are included with this amendment.

There are two areas of work

1. North Horn Tract
2. Muddy Tract

The North Horn Tract was considered in the Uinta-Southwestern Utah Final EIS. Coal. 1981. There are no existing mines adjacent to this tract. Development would require new surface facilities and access in the Rock Canyon area from State Highway 10. Some work was done regarding required transportation and portal facilities for this effort but the information is outdated. The Reasonably Foreseeable Development Scenario (RFDS) to be completed by the contractor would include portal and transportation facilities, as well as underground mine workings.

The Muddy Tract lies adjacent to the SUFCO Mine and the only economic access to the tract for mining would be through the underground mine workings of the SUFCO Mine.

The RFDS for both tracts would include a best estimate of all surface developments such as drill holes and ventilation holes/breakouts needed to support reasonably foreseeable mining operations.

The work to be done by the contractor is divided into three components per Appendix A and B:

1. Resource Inventories
2. Data Collection/Compilation
3. Technical Reports and Summaries for EIS, including development of Reasonably Foreseeable Developments Scenarios.

Due to financial constraints and uncertainties regarding funding for the project, the bids and contract are divided into three components:

1. Base bid consisting of all three work components for the North Horn Tract.
2. Muddy Tract Resource Inventories and Data Collection/Compilation.
3. Muddy Tract Technical Reports and Summaries for EIS.

The contract will be awarded for the base bid (Item 1 above) and potentially for Items 2 and 3, depending on available funds and bid amounts.

Resource data collection/compilation for some resources would take three years. This would be the case for the hydrology information and wildlife (raptor surveys).

Other resources would involve a one-time survey that could be done in one year, such as Cultural Resources and Paleontology.

Resource inventories would be located using GPS (resource grade) and compiled into GIS layers using ArchInfo compatible software. Two meter accuracy was called for on springs and other resources, but 10 meter accuracy was specified for archeology data.

Continuous water monitoring will be done on 2 to 3 springs in each tract. 2 stations in Greens Canyon, and 2 stations in Box Canyon on the Muddy Tract, both perennial drainages. No perennial drainages are known to occur on the North Horn Tract at this time.

The Forest Service will purchase AquaRod continuous monitoring devices. The contractor will install, operate, and maintain the monitoring equipment for the life of the contract.

The format for Technical Reports and Summaries is included in Section C.3-2.1 of the RFP. Technical Reports will address each of the issue statements by the specified evaluation criteria list in Section C-3.3 of the RFP by the Alternatives Listed in Section C-3.4 of the RFP. The contractor will not need to address the No Action Alternative but will address Alternatives 2-4.

Alternatives.

1. No Action
2. Standard Lease Terms and Conditions Only
3. Standard Lease Terms and Conditions and Special Stipulations
4. Standard Lease Terms and Conditions and Special Stipulations that Address Other Significant Issues.

Alternative 2 emphasizes maximum coal production, assuming maximum economic production with no specific restrictions for protection of surface resources from the effects of subsidence.

Alternative 3 emphasizes protection of surface resources. Subsidence of perennial streams, escarpments, and significant cultural resources sites would not be allowed for either tract. Subsidence of the electronic sites on North Horn Mountain would not be allowed. There would be no specific prohibition on subsidence of roads, trails, or range improvements.

Alternative 4 has not been defined. The Contractor will make recommendations for development of Alternative 4 by the Forest Service based on the analyses of potential impacts to specific resources, including mining restrictions and mitigations.

Each of the perennial drainages, escarpment areas, facilities/structures, and significant cultural/historic resource sites will be specifically addressed under subheadings in the technical reports. This will provide an assessment of impacts to each from mining to provide information needed to develop specific provisions of Alternative 4.

Other than roads and range improvements (fences, stockpounds, troughs, spring developments), the only known facilities on the tracts include the two communications sites on North Horn with associated powerlines.

Bids will include three sections

1. Statements of Financial Interest
2. Technical Proposals/Plans of Study
3. Cost

Bids must be separated by base bid and option items to be addressed. Option items will be awarded if funds are available. The cost of the base bid and the option bid items will be evaluated.

Bids must be itemized as displayed in Appendix F of the RFP.

Clause 52.245-2 Government Property (Fixed-Price Contracts) is incorporated by reference.

Government-furnished property will be AquaPod monitoring systems, for recording the stages of the stream, flow.

QUESTIONS AND ANSWERS

Paleontology portion of the contract, will it require paleo surveys? (This answer supplemented after the meeting.) Yes, some field survey work will be required for potential surface facilities and the road in Rock Canyon on the North Horn Tract. There is good government data on the remainder of the North Horn Tract, and only data compilation and evaluation would be necessary. On the Muddy Tract, little site-specific data exists. Information regarding exposed formations and their potential for paleontological resources can be derived from surveys in adjacent areas. The contractor is encouraged to conduct a field review of both tracts, but a detailed survey for paleontological resources, other than at potential surface facility locations in Rock Canyon, would not be necessary.

Is there recent aerial photo coverage of the tracts? Photo coverage includes 1992 color photography at 1:15840 scale, high elevation color infrared U-2 photography dated 1984 for both tracts. The North Horn Tract was flown in 1983 in color and color infrared at 1:4800 scale. LandSat 5 imagery is available at no charge. LandSat 7 imagery is available at \$1,000.00 per scene.

Surface water monitoring – Will it require two stations in each location? Two to three springs must be continuously monitored in each tract. Baseball Spring on the North Horn Tract must be included. Two continuous monitoring stations will be required in Greens Canyon and two stations in Box Canyon on the Muddy Tract. It is not anticipated that there will be any perennial streams in the North Horn Tract, therefore, no stream monitoring points are anticipated in this tract.

Are there any water wells? There are no known water wells in either tract. There are coal exploration drill holes that can provide some ground water information.

Under mining scenario, have we considered setting any perimeters? Do we want a cumulative analysis? The perimeter for resource inventories and data compilation/collection is a two mile distance from the tracts. Cumulative impact assessments required of the contractor will be limited to the effects from coal mining.

How receptive will Canyon Fuel be regarding providing info. for the SUFCO Mine? We think they will be receptive but some information will need to be treated as confidential information.

There is no issue statement for socioeconomics. Does the contract include socioeconomic factors? The contractor will not need to address socioeconomic impacts, but will need to consider economic factors for developing Reasonably Foreseeable Development Scenarios. The FS and BLM will address socioeconomic factors in EIS's for the tracts.

The RFP states that other agencies and organizations will review the technical reports. Who will review technical reports? Technical reviews will be done by other agencies and organizations as needed by the FS to assure the documents are accurate. We anticipate asking BLM, SITLA, OSM, and possible UDOGM to review the documents. We do not plan to ask any county, city, or local agencies to review them.

Road inventory—what is there? What does the FS expect? The contractor will locate all classified roads and user created roads within the tracts and 2 mile buffer zone and provide GPS locations and GIS data layers. This was required because the FS has been directed to inventory all of them for future roads analyses. Both tracts include RARE II areas that are considered to be inventoried Roadless areas where prohibitions on construction of new roads are being considered. This information will be used by the contractor for the technical reports and by the FS regarding the required roads analyses. The focus is on roads, not trails.

Wildlife—data adequacy requirement

Raptor information is required under the data adequacy requirements for three years. The Division of Wildlife Resources has raptor survey information for parts of both tracts, which is available. Detailed surveys might be needed in some areas to supplement the available information. Detailed surveys for tree nesting raptors (goshawks) will be necessary. If there is habitat for specific species, the species must be inventoried.

Spotted Owls—no suitable habitats

Bats—need inventoried

Amphibians—need inventoried

What vegetation information is available from the FS? The Forest is currently digitizing this information. It will be made available, but will need to be ground-truthed and supplemented, especially in riparian areas.

Would we adjust the level of survey information needed based on potential for disturbance? Yes, to some extent for wildlife. Need detailed information in escarpment areas that could be failed by subsidence. Also need goshawk inventories of entire areas. but don't need surveys for big-game species. For cultural resources, we need a detailed survey of escarpment areas but less intensive surveys for upper plateaus. The contractor will also be required to prepare a document recommending which Native American tribes should be consulted with by the FS when the EISs are conducted. The contractor will review available literature and consult with tribes to the extent needed to determine the level of interest in the areas by specific tribes. See attached Cultural Resources Data Needs.

Questions from Hendricks Consulting

1. Appendix B, page 4. Archaeological Resources mentions an attached narrative. The only narratives attached relate to air and water resources. **The missing narratives are included in this amendment.**
2. The documents mention that available data used must be more recent than 5 years of age. Can it be assumed that all data listed as available meets these criteria? **For bidding purposes, assume all available data is five years or less, if that is not the case, we will deal with it as a changed condition.**
3. Appendix B, page 4. Roads and Trails states that data must be revised. It further states that data can be obtained from updated contractor work, and that a GPS field inventory must be done. It is unclear as to what is the status of existing data and how much additional field and office work is necessary. **A complete inventory is required. Existing FS data will be provided to help with the inventory.**
4. Appendix B, page 5. Threatened and Endangered. Proposed Sensitive makes references to an attached species list. Is that intended to mean the species list under Other Wildlife Species or is there a document missing? **This document is missing from the package but is included in this amendment.**
5. The data adequacy standards for the water resource appear to be less stringent than the narrative describing the water resource data needs. Can it be assumed that Appendix B requirements are superior to the adequacy standards documents? **Yes**
6. Socio-economics is not listed as a required topic for either data or analysis. Is this correct? **Consider it for development of the RFDSs, otherwise do not.**
7. A cumulative effects analysis is required, however, no mention is made of available data for other planned or projected surface disturbing activities for the futures. Will collection of this information be required of this contractor? **No, we're looking at cumulative impacts regarding mining activities.**

8. The data assessment needs table does not adequately specify the quantity and quality of data currently available. An example of this applies to item 4(e), page 5 of the water resource narrative. It is impossible to ascertain how many additional field locations and samples will be necessary to bring the database up to standard. This is significant as the bid is a lump sum bid for the resource inventory/compilation and collection job for the entire tract. **That was clarified for water monitoring. No wells present in tracts.**

Questions from Kravits Geological Services

1. Does the AIDT have in mind what aspects of the geology they want addressed as a minimum? May the contractor suggest other geological aspects not included by the AIDT for inclusion in the geologic section? **We've asked for a minimum needed to develop the RFDSs and to evaluate potential impacts. You can propose additional information if you think it is necessary. Much of the coal geology information is available from BLM. Structure can be determined from drill hole information available from BLM.**
2. Besides estimating coal resources by reliability category (per USGS Circular 891), are resources to be further broken-down by reserve type (in-place, mineable, and recoverable)? **BLM will supply information on minable, contractor will be dealing with recoverable in scenario.**
3. May the contractor suggest the use of other geologic data to the AIDT if not included in the data supplied by the BLM? **Yes**
4. May the contractor discuss geological trends with contiguous operators? **There are not restrictions on where you get your data, but information should be verified.**
5. To what extent is coal quality to be addressed? That is, beyond tabulating and characterizing the data, should the contractor discuss coal quality aspects that affect coal marketability? **Only to the point that it would affect coal recovery. Initially, assume all minable coal to be recoverable by the appropriate mining method, if physically practical. Discuss quality factors in the narratives.**
6. A major factor in the mine plan used is the contiguity of the lease tract to current operators who would extend their workings into the least tract. Where this is the case, may the contractor discuss with the operator their mine plan for the lease tract? **Yes, it is anticipated that operators will be cooperative.**
7. May the contractor discuss with contiguous operators their experience with subsidence behavior? **Yes**

Aerial photography is available at the Forest for review but cannot be removed. Photography can be purchased. Sources are discussed below.

Aerial Photography Field Office (801) 975-3500
2222 West 2300 South
Salt Lake City, UT 84119

1997 ortho quads available.

Will subsidence modeling be necessary? Yes for North Horn since there are no directly adjacent mines to derive data from. For the Muddy Tract, modeling would only be necessary to the extent needed to verify and check applicability of subsidence data from the SUFCO Mine.

State on Financial Interest. Page 68, paragraph M.3. No former employee of Canyon Fuel in the last five years for the Muddy Tract work.

The above restriction would not apply to work on the North Horn Tract.

No oral presentations.

TEPS Species List
For
SITLA Coal Lease Tracts *

Threatened, Endangered, and Proposed Species

- Bald Eagle (*Haliaeetus leucocephalus*) T (may be delisted but still
needs to be inventoried)
Mexican Spotted Owl (*Strix occidentalis lucida*) T
Heliotrope Milkvetch (*Astragalus montii*) T
Winkler Cactus (*Pediocactus winkleri*) T

Forest Service Sensitive Species

- Spotted Bat (*Euderma maculatum*)
Western big-eared Bat (*Corynorhinus townsendii*)
Flammulated Owl (*Otus flammeolus*)
Three-toed Woodpecker (*Picoides tridactylus*)
Northern Goshawk (*Accipiter gentilis*)
Colorado Cutthroat Trout (*Oncorhynchus clarki pleuriticus*)
Link Trail columbine (*Aquilegia flavescens* var. *rubincunda*)
Bicknell milkvetch (*Astragalus consobrinus*)
Creutzfeldtii cryptanth (*Cryptantha creutzfeldtii*)
Carrington daisy (*Erigeron carringtonae*)
Canyon sweetvetch (*Hedysarum occidentale* var. *canone*)
Arizona Willow (*Salix arizonica*)
Musinea groundsel (*Senecio musiniensis*)
Maguire campion (*Silene petersonii*)

* Inventories need to be conducted for presence or absence of plants or animals,
and the presence or absence of suitable habitat.

CULTURAL RESOURCES DATA NEEDS ASSESSMENT: Muddy and North Horn Coal Lease Tracts

Background

Cultural resource requirements for coal leasing are outlined in Section 522(e) of the Surface Mining Control and Reclamation Act (SMCRA) and Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations 36 CFR 800 (as amended, 1999). Cultural resource needs are evaluated against Unsuitability Criterion #7 (43 CFR 3461.5) and the NHPA requiring federal agencies to take into account the effect of agency decisions and actions on historic properties. A lease can be found suitable for leasing only if it can be determined if the proposed methods of mining will not affect historic properties that are either listed or eligible for the National Register of Historic Places. This assessment relies on cultural resource inventory data, professional evaluations of archaeological and historical site importance, and a thorough analysis of effects data to make a determination of effect on historic properties. The various tasks associated with meeting these analysis requirements include:

- (a) completing a Class I literature search to identify all eligible, potentially eligible or listed National Register properties;
- (b) where such review identifies data gaps, conducting field surveys using Class II inventory methods to adequately identify all historic properties that could be affected by proposed leasing actions;
- (c) analyzing these data to assess the effects of proposed leasing actions on historic properties; and
- (d) developing and considering alternatives or methods to mitigate potential adverse effects of leasing on historic properties. This takes place in consultation with the State Historic Preservation Office, the Advisory Council on Historic Preservation, and consulting parties.

In addition, the 1999 revisions to the 36 CFR 800 regulations require federal agencies to consult with appropriate tribes to identify historic properties which tribes attach religious or traditional cultural significance, and to consult with tribes during the evaluation of historic properties, assessing effects, developing measures to avoid, protect or mitigate adverse effects and other phases of the Section 106 process.

Review of existing cultural resource data indicate that approximately 1,400 acres have been surveyed within the Muddy and North Horn lease tracts. Surveys within the tract have been conducted for a variety of different projects within the lease areas. In the Muddy and North Horn tracts, many of the inventoried areas consist of randomly selected 80 to 160 acres parcels. However, these surveys were not focused on collecting data to analyze the specific effects of subsidence on sites within the proposed lease tracts.

5. Review of all pertinent archaeological and historical literature for data that can be applied to the development of a Class II Inventory Strategy.

Products from Contractor:

1. GIS maps and hard copy maps (1:24,000 scale) of all known sites; and cultural features shown in the literature search including historic buildings, historic roads, trails, events of local or regional significance, phone lines, livestock improvements, and other cultural features.
2. Summary table of all cultural features tied to the maps, listing site type, reference source, dates of construction/use, likelihood of features still retaining integrity.

2. Cultural Resource Inventory

2a. Class II Inventory Planning

1. Review and analyze data to place the project area within a regional perspective including previous surveys and research within the general region, which can provide a basis for understanding cultural chronology, subsistence/settlement patterns, technology, and adaptive strategies within the project area.
2. Using existing data, provide analysis of site function, in order to predict what kinds of sites will be identified with additional inventory.
3. Develop predictive model of site location and site function using such variables as, but not limited to, distance to water, slope, vegetation, elevation, soils, aspect, and other environmental data believed pertinent to site location. Specify criteria and methods by which these associations (the association of environmental variables to site location) can be tested with the acquired inventory data. Bidders should recognize that actual field inventory will be limited to specific areas as described below. Identify and map areas of probability for cultural resources at 1:24,000 scale.
4. Conduct Field Inventory of the following areas: *Survey strategy must include inventory of all high-risk zones. High-risk zones are considered to consist of canyon localities that could be subjected to the anticipated effects of subsidence.* Proposals must present a strategy for conducting intensive inventory of all canyon rim/escarpment areas (escarpment areas being defined most commonly as the contact/outcropping of the Castlegate Sandstone) from the edge of the escarpment inwards 250 meters towards the interior of the plateau, as well as canyon bottoms, benches and other canyon areas within the lease area. The escarpment areas, and a few major canyons, are graphically

Geographic Information System (GIS); site locations will also be plotted on 7.5 minute USGS quadrangles.

2. All sites will be documented to IMACS standards. Previously recorded sites will be revisited and the site records updated to IMACS standards, to reflect changes since last recording.
3. All site photographs will be taken in digital format as well as with 35 mm color slide film. The site records will include digital photos printed on a color printer.
4. Under "Location and Access" on the IMACS form, the directions to the site will be specific, including road numbers and exact mileage when possible.
5. The "Site Description" section of the IMACS form should contain a complete summary of the site and findings.
6. Permanent site datums including Manti-La Sal National Forest site numbers, and the date of site recording, will be installed at all sites.
7. The National Register Status on the IMACS form should be well justified to criteria specified in 36 CFR 60.4 and with reference to research in the area. Prehistoric sites are defined as patterned cultural phenomena generally consisting of ten or more artifacts within a 50 meter diameter area or based on professional expertise of buried deposits, or exceptionally rare artifact types (e.g. Clovis/Folsom points).
8. Proposals will identify criteria for distinguishing historical sites from isolated finds of historic age. In general, historic sites and historic isolated finds must be approximately 45 years or older.
9. Proposals will specify methods for documenting isolated finds. This should include details on what written documentation on isolated finds will consist of.
10. All sketch maps will be drawn to scale with at least 90% accuracy, and will display diagnostic artifacts, groundstone, all cultural features, site datums, significant artifact concentrations, and relevant environmental features (vegetation, streams, gullies, large boulders, roads and trails, and generalized contours not necessary to scale) to assist in the relocation of the site and its features.
11. **Artifact Collection:** Temporally diagnostic artifacts, located within sites or as isolated occurrences may be collected during the course of the inventory and/or site documentation. Any artifact collected will be fully documented prior to removal with locational photographs, GPS plots, and, if relevant, site sketch maps. All artifacts collected will be given unique Field Specimen (FS) numbers and will be noted on any relevant site forms or in the isolated occurrences tables of the technical report.
12. **Artifact Curation:** Cultural Resource Consultants will maintain a valid agreement with a licensed curation facility. All artifacts collected during the course of the project shall be turned over to said curation facility upon the project's completion.

receipts, etc.), names and address of informants consulted in the study. Such information will be considered the confidential and proprietary property of the Forest Service.

Deliverables Needed from Contractor to Conduct Required Consultation:

1. An Assessment of Native American Land Use and Occupation (e.g. Ethnographic Overview) within the lease area to determine appropriate tribes to consult with (Ethnographic Overview). In this regard, contractors should consult and reference *An Overview of Native American Land Use in East Central Utah, Grand, Emery, Carbon, Sanpete and Utah Counties: The Aspen Products Pipeline Project*, 1999, by Virginia Newton, SWCA Environmental Consultants Archaeological Report No. 99-24.
2. The Ethnographic Overview should include:
 - a. Review of previous research pertinent to Native American land use and occupation in the lease tracts including review and relevance of archaeological data to documented ethnographic use of the area region.
 - b. Summary of general and specific references to Native American Land use in the lease tracts.
 - c. Identification of Places of Traditional Importance.
 - d. Recommendations of specific tribes to consult for the project.
 - e. Recommendations for conducting subsequent consultation.

4. Proposal Elements and Evaluation Factors:

A. Technical Excellence

- *Adequacy of stated methods to meet the needs of the scope of work.
- *Understanding of and familiarity with predictive modeling.
- *Understanding of and familiarity with analyzing effects.
- *Understanding of requirements to consult with tribes.
- *Understanding of requirements to produce required GIS products.

B. Organization and Management

- *Past experience in meeting requirements of similar projects.
- *Experience in developing predictive models.
- *Experience writing clear, concise, accurate and well-justified and supported National Register eligibility determinations.
- *Experience working in an interdisciplinary framework to develop and write clear, concise, accurate and defensible assessments of effects.
- *Experience working with tribes to identify and evaluate sites possessing traditional, religious and cultural significance to tribes.

THIS IS ALSO INCLUDED WITH AMENDMENT NO. 1

On page 4 of Appendix B, under the data need entitled "Interburden", please change the reference to the 100 ft. interval to a 10 ft. interval. Please include this correction in Addendum 1. This is in the Geology, Subsidence, Seismicity Issue/Category.

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO. 50-84N8-0-021	3. SOLICITATION NO. RFP 10-00-064
----------------------------------	--------------------------------------

4. TYPE OF SOLICITATION
 SEALED BID (IFB) NEGOTIATED (RFP)

5. DATE ISSUED 07/21/2000	6. REQUISITION/PURCHASE NO.
------------------------------	-----------------------------

7. ISSUED BY CODE: 84N8 UTAH PROCUREMENT CENTER 2222 WEST 2300 SO. SALT LAKE CITY, UT 84119 2ND FLOOR	8. ADDRESS OFFER TO (If other than Item 7)
--	---

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in , until COB 4:00pm local time on August 21, 2000.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Coal Tract Evaluations	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (801) 975-3444
C. E-MAIL ADDRESS nelda montgomery@fs.fed.us		

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

11. TABLE OF CONTENTS

X SEC	DESCRIPTION	PAGE(S)
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B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
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	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
_____ %	_____ %	_____ %	_____ %

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
01	8/9/00		

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____ FACILITY _____ Cirrus Ecological Solutions 570 E. Research Park Way Ste 108 North Logan UT 84341	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print) Scott G. Evans Co-Owner
15B. TELEPHONE NO. (Include Area Code)	(435) 787-1490	17. SIGNATURE <i>Scott G. Evans</i>
15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	18. OFFER DATE August 21, 2000	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED Base and opt.	20. AMOUNT \$799,390	21. ACCOUNTING AND APPROPRIATION MGGE71P
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified)	ITEM Block 7	
24. ADMINISTERED BY CODE _____ (If other than Item 7) UTAH PROCUREMENT CENTER 2222 WEST 2300 SO. SALT LAKE CITY, UT 84119 2ND FLOOR	25. PAYMENT WILL BE MADE BY CODE _____ UTAH PROCUREMENT CENTER 2222 WEST 2300 SO. SALT LAKE CITY, UT 84119 2ND FLOOR	
26. NAME OF CONTRACTING OFFICER CAROLYN J. LIPPURE (Type or Print)	27. UNITED STATE OF AMERICA <i>Carolyn J. Lippure</i> Signature of Contracting Officer	28. AWARD DATE 9.27.00

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECS./ WORK STATEMENT

C.1 INTRODUCTION

Passage of the Utah Schools and Lands Exchange Act of 1998 included the exchange of lands to resolve issues associated with creation of the Escalante-Grand Staircase National Monument. To balance land values exchanged under that Act, the coal estates on several tracts of Federal coal underlying the Manti-La Sal National Forest were conveyed to the State of Utah School and Institutional Trust Lands Administration (SITLA). This conveyance is temporal in nature and the ownership of the coal will revert back to the Federal government once a specified tonnage is produced or a specified royalty value collected.

On the conveyed coal estates SITLA has sole authority to lease the coal. Under the Surface Mine Control and Reclamation Act of 1977 (SMCRA) and Utah Coal Rules, the Forest must consent to the mine plan prior to mine development and can impose requirements for the protection of non-coal resources. The Forest Service decisions, as Federal actions, are subject to the requirements of the National Environmental Policy Act of 1969 (NEPA), requiring environmental analyses and appropriate NEPA documents.

On the remaining Federal coal estates within the North Horn and Muddy Tracts on National Forest System lands, the U.S. Department of Interior, Bureau of Land Management (BLM) is the leasing authority. Under the Mineral Leasing Act of 1920, as amended by the Federal Coal Leasing Amendments Act of 1975, leases can only be issued by BLM with consent of the Forest Service with conditions for protection of non-mineral resources. As Federal actions subject to NEPA, both the BLM leasing decision and the Forest Service consent decision must be based on an environmental analysis and appropriate NEPA document.

The Forest Service intends to compile/collect geologic, coal, and environmental data and prepare technical reports needed to complete future anticipated Environmental Impact Statements (EISs) for coal leasing and mining of the tracts. Future leasing/mining decisions would be based on the EISs. This will be accomplished by a qualified environmental consultant/contractor. The contractor will compile/collect the required data, conduct an analysis of impacts expected from mining, and document the results in technical reports and summaries for EISs. Contract specification and standards are documented in the attached Scope of Work (SW), C.2.

Maps depicting the tracts being considered and the associated inventory areas are included as Appendix E. The inventory area will be larger than the tract area, as needed to meet objectives of effects analyses for specific resources.

Since the Technical Reports will provide analyses to be incorporated into the Environmental Impact Statements, the contract will be subject to requirements of the third-party NEPA process as described in 40 CFR 1506.5(c), summarized as follows:

- Offerors must execute a statement of financial interest (SOFI), which states that they have no financial or other interest in the outcome of the project.
- The lead agency must guide and participate in the preparation, and independently evaluate the Technical Reports and take responsibility for its scope and contents.

The purpose of this Request for Proposal (RFP) is to invite offerors to submit proposals describing their qualifications, experience, approach, and estimated cost for compiling/collecting data and completing the Technical Reports and Summaries to be used to prepare EISs that evaluate the effects of coal mining.

The following sections of this RFP describe, in sequence, the expected steps needed to process the Service Contract, from contractor selection through completion of the final Technical Reports and Summaries.

C.2 SCOPE OF WORK

The Manti-La Sal National Forest (FS) and Bureau of Land Management (BLM), Price Field Office, are jointly responsible for conducting environmental analyses for proposed coal lease tracts. To proceed in an expeditious manner when coal leasing is proposed in the future, data must be compiled and collected and technical analysis reports prepared.

The purpose of this document is to identify tasks and standards for compilation and collection of data and preparation of the technical reports and summaries. It is based on an interdisciplinary review of the tracts and experience with similar proposals. This scope of work has been prepared to:

1. Describe the basic requirements for resource inventory and data compilation/collection;
2. Describe how the technical reports and summaries will be organized;
3. Describe issues and evaluation criteria to be addressed in the technical reports and summaries;
4. Describe alternatives to be addressed in the technical reports and summaries; and
5. Establish an anticipated schedule for preparation of the technical reports and summaries.

C.3 TECHNICAL SPECIFICATIONS

C.3-1 RESOURCE INVENTORIES AND DATA COMPILATION/COLLECTION

The contractor shall inventory surface resources necessary to meet data standards (Appendix A) and other requirements identified within this document. Appendix B identifies specific resource inventory compilation and data collection requirements within the inventory areas.

C.3-2 TECHNICAL ANALYSES

Once adequate information is obtained and compiled as required in Appendix B, the contractor will use this information to prepare a report for each resource issue category listed later in this section. A typical report will contain two parts: a technical report and a summary.

C.3-2.1 Technical Report

- Preparers;
- Qualifications of Preparers;
- Statement of Project Objectives (found in RFP introduction)
- Statement of the Issues with Evaluation Criteria
- Description of Alternatives Evaluated
- Contacts made;
- Sources and description of existing information (used in the analysis);
- Description of inventories and data collected by Contractor;
- Data collection and analysis methodology (including QA/QC Plans);
- Description of the Affected Environment;
- Detailed Technical Assessment/Description of Potential Effects (by issue and by alternative with all evaluation criteria being specifically addressed by required parameters);
- Mitigation and monitoring recommendations, (by alternative);
- Literature cited and contacts,

- Supporting data including field notes, maps, worksheets, photos, computer printouts, and other information as appropriate.

C.3-2.2 Summary for EIS

- Summary Description of the Affected Environment in plain non-technical language with references to technical report(s) for detailed information.
- Assessment/Description of Environmental Consequences by Alternative (including No Action) in plain non-technical language; responding to each issue, measured by evaluation criteria, in narrative and table format. Format and tables must be consistent between Technical Reports and Summaries. Direct, indirect, and cumulative effects must be addressed with a discussion of duration.
- References and Literature Cited

The contractor shall address each issue for each of the alternatives in narrative and table form, including maps where appropriate. Evaluation criteria must be qualitatively and quantitatively addressed. The evaluation criteria shall be discussed in narrative and used to compare alternatives in table format. The narrative and table formats must be consistent for each resource area and issue.

The contractor shall identify potential reasonable mitigation measures that could be required and implemented to decrease negative impacts to the resource issues and recommend alternatives to be considered in future analyses for the tracts. The contractor shall also identify cumulative impact areas for each resource and identify relevant past, present, and reasonably foreseeable future actions and their individual impacts within the cumulative impact areas. Direct, indirect, and cumulative effects must be analyzed.

The Forest Plan for the Manti-La Sal National Forest contains management direction for protection and development and of natural resources. This information may be useful in developing impact analyses in the technical reports. The Forest Plan can be viewed at <http://www.fs.fed.us/r4/mantilasal/planning/planindex.htm>.

C-3.3 REASONABLY FORESEEABLE MINING SCENARIOS

Using data collected, the contractor will provide reasonably foreseeable development (mining) scenarios to be used as the basis for addressing the resource issues listed below in the technical reports.

C-3.3-1 Geology, Mining, Seismicity, and Subsidence,

- Mining of the underground coal reserves can cause subsidence, seismicity, and cracking of the ground surface.
 - Evaluation Criteria: Location and Amount of Subsidence Expected (measured in feet), Maximum Credible Mining-Induced Seismic Event By Range of Magnitude and Probability (Richter, Percent Probability), Location and Severity of Cracks, Connection Between Surface and Underground Cracks Relative to Depth of Cover, Angle-of-Draw, Tension and Compression Zones, Rock Fall Analysis, Perception of Seismic Events by National Forest System users, including recreationist's. Areas of full support mining with probability of subsidence/pillar stability, main entry system locations, two-entry vs. three entry long-wall mining. Surface development needed for mining, locations, and area disturbed.
- Pillars in full-support mining areas intended to prevent subsidence could fail due to unforeseen geologic circumstances and oxidation/stress over many years. Roof/pillar collapse or planned full-support mining areas under protected areas must be specifically analyzed.
 - Evaluation Criteria: Support Capability of Pillars and Probability of Surface Subsidence for Long-Term (200 years), pillar sizes and orientation needed to provide long-term stability.

C-3.3-2 Structures and Facilities

- Mining-induced subsidence and seismicity could damage structures and facilities.
Evaluation Criteria: Type and Risk of Damage (Damage Description, Percent probability), Cost of Repair, Public Safety Risk, Time Needed for Repairs/Duration of Lost Use, Cost of Lost Use.
- Mining-induced subsidence could damage State Highways and Forest Development Roads and Trails.
Evaluation Criteria: Description of Potential Damage and Percent Probability, Public Safety Risk, Cost of Repair, Cost of Lost Use, miles of road at risk by road classification,
- Mining-induced subsidence and seismicity could damage stock ponds (including spring source, water storage tank, troughs, and associated pipelines).
Evaluation Criteria: Description of Potential Damage, Cost of Repairs, Duration of Lost Use, Cost of Lost Use

C-3.3-3 Heritage and Paleontological Resources

- Mining and subsequent subsidence could cause surface disruption and adversely impact heritage and paleontological resources.
Evaluation Criteria: Expected prehistoric and historic sites and effects to them. Number of significant sites impacted. Known sites eligible for National Register of Historic Places (number), Potential impact on paleontological resources.

C-3.3-4 Roadless

- Mining activities may change characteristics of inventoried roadless areas and other unroaded areas.
Evaluation Criteria: Identify and describe the natural integrity, apparent naturalness, remoteness, solitude, special features, and manageability of each inventoried roadless area and unroaded area. Describe changes to these criteria by alternative. Compare acres impacted (percentage) to total acres of each area.

C-3.3-5 Recreation

- Damage to recreation facilities could cause safety risks and loss of use during repairs/replacement.
Evaluation Criteria: Safety Risk, Duration of Loss of Recreation Opportunity, Recreation Capacity Lost (Recreation Visitor Days)
- Construction and operation of mine facilities and haul roads and coal traffic could displace dispersed recreation opportunities, conflict with recreation use, and cause safety hazards.
Evaluation Criteria: Recreation area affected. Noise effects, RVD displaced, Safety hazards.
- Subsidence could cause surface disruption and seismic events that could cause safety risks and disrupt the recreation experience.
Evaluation Criteria: Safety Risk, Perception of Induced Seismic Events/Bounces, Quality of Recreation Experience Perceived by Visitors
- Traffic and heavy equipment operation related to exploration drilling and drilling/construction of mine vent holes could temporarily disrupt dispersed recreation.
Evaluation Criteria: Recreation Visitor Days (RVDs) Affected, Quality of Recreation Experience Perceived by Visitors

- Exhaust odors and fan noise from mine ventilation shafts or breakouts could decrease the dispersed recreation experience.
Evaluation Criteria: Recreation Visitor Days (RVDs) Affected, Quality of Recreation Experience Perceived by Visitors, Noise levels and area affected.

C-3.3-6 Visual Quality

- Equipment and ground disturbance related to drilling exploration holes and ventilation shafts would temporarily (construction phase) decrease visual quality.
Evaluation Criteria: Changes in Scenic Quality with Duration, Consistent or Not Consistent with Forest Plan Visual Quality Objectives.
- Portal facilities, Haul roads, Ventilation shaft facilities, access roads, and any visible emissions (water vapor) would decrease visual quality for the life of the facilities (operation).
Evaluation Criteria: Visibility, Changes in Scenic Quality with Duration, Consistent or Not Consistent with Forest Plan Visual Quality Objectives.

C-3.3-7 Range

- Subsidence could damage range improvements and facilities, including spring developments.
Evaluation Criteria: Potential Damage to Facilities, Animal Unit Months (AUMs) Affected, Cost of Repairs/Replacement, Percent Probability

C-3.3-8 Surface and Ground Water

Water Quantity

- Interception of ground water in underground mine workings and subsequent discharge to surface drainages could cause transmountain diversions of surface and ground water from one drainage to another. This could affect agricultural, domestic, industrial water supplies, ecosystems, and stream morphology.
Evaluation Criteria: Description of Potential Diversions, Estimates of Amount of Water Encountered, Amount and Location of Discharge to Surface Waters, Percent Probability, changes to the area and proportions of riffles pools, cascades, etc.
- Subsidence could change the flow of springs and seeps, affecting the flow of springs and their receiving streams. This could affect agricultural, domestic, and industrial water supplies as well as ecosystems.
Evaluation Criteria: Description of Affects and Duration, Percent Probability, changes to water uses and ecosystems.
- Subsidence of perennial streams, dams, and reservoirs could intercept flowing/impounded water and divert it underground, changing the hydrology. Changes in stream gradient could cause changes in stream morphology (see wildlife). Perennial streams, dams, reservoirs and affected tributaries must be specifically addressed by subheading.
Evaluation Criteria: Description of Potential Flow Changes by Quantity and Duration of Baseflow and Percent Probability, Description of Bedload/Sediment Transport Associated with Change in Stream Gradient, changes in the number of pools, riffles, cascades, etc. and area/proportion of each.

Water Quality

- Construction and operation of mine facilities and haul roads could impact water quality. This could affect agricultural, domestic, and industrial water supplies as well as ecosystems.

Evaluation Criteria: Description of potential changes in water quality by affected water sources and by affected parameters and duration. Affected parameters include but are not limited to total maximum daily limit, beneficial use standards, etc. and associates parameters

- Spill, runoff, and erosion in disturbed mine areas could impact water quality. Discharge of mine water into streams could change water quality in other downstream drainages and reservoirs. This could affect agricultural, domestic, and industrial water supplies as well as ecosystems.

Evaluation Criteria: Description of potential changes in water quality by affected parameters and duration.

- Equipment and materials spilled, used, and/or abandoned in underground mine workings could change ground water quality and any connected surface water sources. This could affect agricultural, domestic, and industrial water supplies as well as ecosystems.

Evaluation Criteria: Description of potential changes in quality by affected parameter and duration.

C-3.3-9 Air

- Construction activities, coal handling and hauling, mine ventilation, coal stockpiles etc. could impact air quality.

Evaluation Criteria: Describe existing air quality and analyze potential changes in air quality. Compare current condition and projected future conditions with State air quality standards. Identify Class I and II areas and impacts to them.

C-3.3-10 Wildlife

- Any changes in water flow and quality in perennial drainages and reservoirs or to riparian vegetation/wetlands could affect habitat for terrestrial and aquatic species.

Evaluation Criteria: Description of Potential Effect to Affected Habitat Amount and Quality (Regional Aquatic Habitat Inventory)

- Subsidence of perennial streams could cause changes in stream morphology and aquatic habitat.

Evaluation Criteria: Description of changes to ratio of habitat types (pools, riffles, runs, glides, and cascades); changes in streambed sediments (spawning habitat); changes in bank stability.

- Exploration drilling and construction of mine vent holes could temporarily disrupt use of summer habitat by terrestrial species.

Evaluation Criteria: Area and Duration of Avoidance by Affected Species

- Construction and operation of mine facilities and haul roads and coal traffic could remove habitat and associated noise/activity could displace dispersed wildlife (avoidance) including threatened, endangered, proposed, and sensitive species.

Evaluation Criteria: Area of habitat removed or changed, type of habitat lost, duration of loss, area avoided, percent of available effective habitat remaining, adequacy of remaining habitat to support wildlife populations.

C-3.3-11 Vegetation

- Subsidence and other mining-caused changes to surface and ground water could affect vegetation, especially riparian vegetation/wetlands.

Evaluation Criteria: Riparian vegetation, wetlands, and other species and area (acres) affected, changes in species diversity and wetland hydrology.

- Construction and operation of mine facilities and haul roads and coal traffic could remove vegetation. habitat and associated noise/activity could displace dispersed wildlife (avoidance) .

Evaluation Criteria: Area disturbed by vegetation community, species affected (including threatened, endangered, proposed, and sensitive species), duration of loss, reclamation potential.

C-3.4 ALTERNATIVES

Alternatives were developed to address the significant issues associated with the project and to meet the requirements of National Environmental Policy Act. All of the alternatives and options may not be known until after data collection and completion of the analysis. All of the following alternatives will be considered in the subsequent EIS. The technical reports and summaries will address each of these alternatives. The contractor will also provide mitigation recommendations, which could be used for special lease stipulations for inclusion into Alternative 4.

Alternative 1 No Action

The no action alternative provides a baseline for estimating the effects of the action alternatives. Under this alternative no leasing or mining would occur.

Alternative 2 Standard Lease Terms And Conditions Only

Under this alternative the tract would be leased and mined with BLM standard lease terms and conditions only, as displayed in Appendix C. No special coal lease stipulations would be included in the lease to be offered. Longwall (full-extraction) mining would be allowed throughout the tract resulting in subsidence of perennial drainages and surface facilities. Effects of mining, with standard lease terms only, would provide a basis to compare the impacts of mining with special stipulations included in the other action alternatives. Mine development would be subject to Coal Regulation and Rules (30 CFR700 and Utah Coal Rules).

Alternative 3 Standard Lease Terms And Conditions and Special Stipulations

Under this alternative, the tract would be leased and mined with special coal lease stipulations in addition to the standard lease terms and conditions. Special stipulations in Alternative 3 would prohibit subsidence of cliff escarpments, perennial drainages, and other surface facilities with the intent to reduce the risk of subsidence impacts. The special coal lease stipulations would also fully address and reduce impacts to other non-mineral resources and uses. Special coal lease stipulations for this alternative are included in Appendix D. Effects of mining with special stipulations would mitigate subsidence impacts to non-mineral resources and uses and provide a basis to compare the impacts of mining with standard lease terms (Alternative 2) and the impacts of mining with special stipulations that allow for subsidence impacts included in the other action alternatives. Mine development would be subject to Coal Regulation and Rules (30 CFR700 and Utah Coal Rules).

Alternative 4 Standard Lease Terms And Conditions and Special Stipulations That Address Other Significant Issues

Under this alternative, the tract would be leased and mined with BLM standard lease terms and conditions and special stipulations. Special stipulations in Alternative 4 would address and balance significant social, economic, or environmental issues or opportunities. The federal agencies will review the detailed technical data presented for Alternatives 1, 2, and 3 in the third-party technical reports, proposed mitigations, and other available information and identify a list of lease stipulations that would provide protection of non-mineral resources consistent with FS and BLM policies and Forest Plan Management Direction.

C-3.5 COORDINATION

The organization of the technical reports and summaries is based on legal requirements of NEPA and the legal requirements and decisions of the respective agencies. Any subsequent EIS must meet the requirements of 40 CFR 1500 and FSH 1909.15. Under these conditions the technical reports and summaries, and the EIS organization may be divided into four interrelated parts:

1. The resource inventories, data collection/compilation, and technical reports shall be conducted under the supervision of the FS through the FS project leader. A project leader for the Contractor shall be appointed to work with the FS during contract work as follows:
 - a) The contractor's Project Leader shall work as the primary representative responsible for execution of the contract and will serve as the primary contact with the FS. The Project Leader shall be responsible for all aspects of the project.
2. The USDA Forest Service, Manti-La Sal National Forest, is the agency responsible for the inventories, data collection, and preparation of the technical reports. In this role there are several levels of responsibility established to fully meet obligations under NEPA as follows:
 - a) The Responsible Official for this project is the Forest Supervisor of the Manti-La Sal National Forest. The Forest Supervisor is directly responsible for the scope and content of the project.
 - b) The FS Project Coordinator and Contracting Officer's Representative (COR) are responsible for coordinating all aspects of the contract including, selection of consultants, review of data collection and analysis, and final content of the Technical Reports and Summaries. The Project Coordinator is the primary liaison between the FS, Contractor, and other agencies and organizations.
 - c) The Agencies' Interdisciplinary Team (AIDT) consists of technical specialists of the FS, BLM, and OSM. They are assigned at the request of the Responsible Official, and work as a team under the leadership of the FS Project Coordinator. The AIDT's primary responsibility is to help develop the scope of work, review the qualifications of the consultants to be used in the study, furnish guidance, and participate in the collection, evaluation, and presentation of data leading to completion of the Technical Reports and Summaries, and subsequent EIS and ROD. They are also responsible for interfacing with the Contractor's Interdisciplinary Team (CIDT) members and in-service and out-service agency representatives in the area of their expertise.
3. The Contractor works under the provisions of the Scope of work and approved Plan of Study to collect resource data, compile existing data, develop data, conduct analyses, and develop documentation leading to the Technical Reports and Summaries. There are two levels of organization necessary to coordinate the Contractor's role:
 - a) The Contractor's designated Project Leader functions as the Contractor's Interdisciplinary Team (CIDT) Leader and primary contact with the FS and contractor's personnel. The Project Leader's responsibilities are analogous to the FS Project Coordinator's responsibilities. This person is responsible for assuring that all resource data is collected and tasks of the Contractor's IDT are completed on time and as required. This person will also be responsible for preparing the required letters, notices, etc. and obtaining FS approval prior to initiating work associated with modifications of this scope of work or the POS. Printing and providing the necessary number of copies of the Resource Data Inventory and Technical Reports and Summaries for review is the responsibility of the Contractor.
 - b) The Contractor's Interdisciplinary Team will consist of resource specialists approved by the FS to address identification of issues by alternative. They are responsible for implementing this Scope Of Work and POS, collecting and analyzing resource data, estimating effects, identifying and evaluating alternatives, formulating mitigation measures, and preparing the Technical Reports and Summaries for FS approval under the overall supervision of the Contractor's Project Leader. They are also responsible for interfacing with the AIDT, and other agency and organization representatives within the area of their expertise.

- c) The (CIDT) shall be as described in the Plan of Study. Any substitute and/or change to the CIDT must be individually approved by the FS project coordinator (COR).
4. Other agencies and organizations will participate in the review of the Technical Reports and Summaries under the direction of the FS Project Leader. This participation is based upon legal requirements and/or special expertise. As cooperators, they will participate as reviewers of the preliminary documents and participate throughout the analysis process to ensure that all relevant issues are adequately and professionally addressed. For the purposes of this study, there will be two general categories of participating agencies/organizations:
- a) BLM is the responsible agency for coal leasing, lease administration, and enforcement of the terms, conditions, and stipulations contained in the lease. They will participate in reviews and provide information to the contractor regarding geology, coal occurrence/recoverability, mining methods/scenarios, and subsidence.
- b) Those government agencies that have involvement by virtue of project impacts or future permitting responsibilities, but no legally mandated administration or monitoring requirements. The Office of Surface Mining and SITLA will participate due to their coal mine permitting responsibilities on Federal and SITLA lands. A high priority for the FS Project Coordinator will be to contact local government and organizations in order to provide early and ongoing review by the affected city and county officials.

C-3.6 INFORMATION MANAGEMENT

All information provided to the contractor that is identified, as "confidential" shall not be released. The contractor will protect the information in such a manner to prevent release. All confidential materials and copies of these materials must be returned to the source after project completion.

The Contractor's project leader must maintain a project file throughout the project. At the conclusion of the project, the contractor must transmit the project file and copies of all material compiled (paper and /or electronic files) and referenced for completion of inventories, data collection, and technical reports to the FS project coordinator or at any time between as requested.

C-3.7 CONTRACT COMPLETION SCHEDULE

The compilation and collection of resource data is expected to begin immediately following award of contract, about fall 2000. Completion and delivery of all materials are specified below.

Contract Item	Date of Completion
I. North Horn Mountain Inventory Area (Base Item)	
A. Resource Inventories and Data Compilation/Collection	December 1, 2003
B. Technical Reports and Summaries	March 1, 2004
II. Muddy Creek Inventory Area Resource Inventories/Data Compilation/Collection (Additive Item)	December 1, 2003
III. Muddy Creek Inventory Area Technical Reports and Summaries (Additive Item)	March 1, 2004

C-3.8 INFORMATION CONTACT

The information contact for the scope of work is Carter Reed at 435.636.3547 or Aaron Howe at 435.636.3542.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 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>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 AGAR 452.211-75 EFFECTIVE PERIOD OF THE CONTRACT (FEB 1988)

The effective period of this contract is from Date of Notice to Proceed through 3.5 years.

SECTION G - CONTRACT ADMINISTRATION DATA

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within tbd days after the date of contract award. The conference will be held at:

Manti-LaSal National Forest
599 West Price River Drive
Price, Utah 84501

H.2 AGAR 452.224-70 CONFIDENTIALITY OF INFORMATION
(FEB 1988)

- (a) Confidential information, as used in this clause, means--
- (1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.
- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

H.2 (Continued)

- (f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.
- (g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H.3 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel:
 - Project Manager
 - Project Researcher
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any

H.3 (Continued)

approved changes of key personnel.

H.4 AGAR 452.237-75 RESTRICTIONS AGAINST DISCLOSURE
(FEB 1988)

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 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>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR 1984
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.1 (Continued)

NUMBER	TITLE	DATE
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I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60.

I.3 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern

I.3 (Continued)

and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

I.3 (Continued)

- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.4 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) Definitions. As used in this contract
 - (1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
 - (2) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - (3) "Small business concern owned and controlled by socially and economically disadvantaged individuals" and "small disadvantaged business concern" mean a small business concern that represents, as part of its offer that -

I.4 (Continued)

- (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
 - (ii) No material change in disadvantaged ownership and control has occurred since its certification;
 - (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).
- (4) "Small business concern owned and controlled by women" means a small business concern --
- (i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and
 - (ii) Whose management and daily business operations are controlled by one or more women; and
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

I.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

I.5 (Continued)

- (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"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 (DoD), the National Aeronautics and Space Administration (NASA), 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. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

I.5 (Continued)

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the

I.5 (Continued)

contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

I.6 (Continued)

Employee class	Monetary Wage	Fringe Benefits
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I.7 52.232-32 PERFORMANCE-BASED PAYMENTS (MAY 1997)

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract, and approved requests shall be paid in accordance with the prompt payment period and provisions specified for contract financing payments by that clause. However, if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification, payment is not required, and the prompt payment period shall not begin until the Contracting Officer approves the request.

I.7 (Continued)

- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments. (1)
- Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
 - (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.
 - (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.
- (f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based

I.7 (Continued)

payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
 - (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall

I.7 (Continued)

refund the related performance-based payments in accordance with paragraph (d) of this clause.

- (6) When the Contractor completes all of the obligation under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration

I.7 (Continued)

of this clause.

- (j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
 - (2) The date of the request for performance-based payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made;
 - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
 - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I.7 (Continued)

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

I.8 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by

I.8 (Continued)

EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may

I.8 (Continued)

request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this

I.8 (Continued)

clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account

I.8 (Continued)

(checking, saving, or lockbox).

- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.9 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES
1	Appendix A - Uinta-Southwest Utah Coal Region Data Adequacy Standards - separately attached	38
2	Appendix B - Resource Data Needs Assess- ment and Narratives - separately attached	15
3	Appendix C - BLM Lease Form with Stand- ard Terms & Conditions (Alternative 4)	2
4	Appendix D - Special Coal Lease Stipula- tions (alternative 3 only)	6
5	Appendix E - Maps of Coal Tracts and Associated Inventory Areas	1
6	Appendix F - Cost Proposal Worksheet	1
7	Wage Determination No. 94-2531	9

The web address for the cultural resource maps is www.fs.fed.us/r4/mantilasal

APPENDIX C
BLM Lease Form with Standard Terms and Conditions (Alternatives 2-4)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

COAL LEASE

PART I. LEASE RIGHTS GRANTED

This lease, entered into by and between the UNITED STATES OF AMERICA, hereinafter called lessor, through the Bureau of Land Management, and (Name and Address)

hereinafter called lessee, is effective (date), for a period of 20 years and for so long thereafter as coal is produced in commercial quantities from the leased lands, subject to readjustment of lease terms at the end of the 20th lease year and each 10-year period thereafter.

Sec. 1. This lease is issued pursuant and subject to the terms and provisions of the:

- Mineral Lands Leasing Act of 1920, Act of February 25, 1920, as amended, 41 Stat. 437, 30 U.S.C. 181-287, hereinafter referred to as the Act;
 Mineral Leasing Act for Acquired Lands, Act of August 7, 1947, 61 Stat. 913, 30 U.S.C. 351-359;

and to the regulations and formal orders of the Secretary of the Interior which are now or hereafter in force, when not inconsistent with the express and specific provisions herein.

Sec. 2. Lessor, in consideration of any bonuses, rents, and royalties to be paid, and the conditions and covenants to be observed as herein set forth, hereby grants and leases to lessee the exclusive right and privilege to drill for, mine, extract, remove, or otherwise process and dispose of the coal deposits in, upon, or under the following described lands:

SEE ATTACHED DESCRIPTION

containing _____ acres, more or less, together with the right to construct such works, buildings, plants, structures, equipment and appliances and the right to use such on-lease rights-of-way which may be necessary and convenient in the exercise of the rights and privileges granted, subject to the conditions herein provided.

PART II. TERMS AND CONDITIONS

Sec. 1. (a) RENTAL RATE - Lessee shall pay lessor rental annually and in advance for each acre or fraction thereof during the continuance of the lease at the rate of \$ _____ for each lease year.

(b) RENTAL CREDITS - Rental shall not be credited against either production or advance royalties for any year.

Sec. 2. (a) PRODUCTION ROYALTIES - The royalty shall be _____ percent of the value of the coal as set forth in the regulations. Royalties are due to lessor the final day of the month succeeding the calendar month in which the royalty obligation accrues.

(b) ADVANCE ROYALTIES - Upon request by the lessee, the authorized officer may accept, for a total of not more than 10 years, the payment of advance royalties in lieu of continued operation, consistent with the regulations. The advance royalty shall be based on a percent of the value of a minimum number of tons determined in the manner established by the advance royalty regulations in effect at the time the lessee requests approval to pay advance royalties in lieu of continued operation.

Sec. 3. BONDS - Lessee shall maintain in the proper office a lease bond in the amount of \$ _____. The authorized officer may require an increase in this amount when additional coverage is determined appropriate.

Sec. 4. DILIGENCE - This lease is subject to the conditions of diligent development and continued operation, except that these conditions are excused when operations under the lease are interrupted by strikes, the elements, or casualties not attributable to the lessee. The lessor, in the public interest, may suspend the condition of continued operation upon payment of advance royalties in accordance with the regulations in existence at the time of the suspension. Lessee's failure to produce coal in commercial quantities at the end of 10 years shall terminate the lease. Lessee shall submit an operation and reclamation plan pursuant to Section 7 of the Act not later than 3 years after lease issuance.

The lessor reserves the power to assent to or order the suspension of the terms and conditions of this lease in accordance with, inter alia, Section 39 of the Mineral Leasing Act, 30 U.S.C. 209.

Sec. 5. LOGICAL MINING UNIT (LMU) - Either upon approval by the lessor of the lessee's application or at the direction of the lessor, this lease shall become an LMU or part of an LMU, subject to the provisions set forth in the regulations.

The stipulations established in an LMU approval in effect at the time of LMU approval will supersede the relevant inconsistent terms of this lease so long as the lease remains committed to the LMU. If the LMU of which this lease is a part is dissolved, the lease shall then be subject to the lease terms which would have been applied if the lease had not been included in an LMU.

Sec. 6. DOCUMENTS, EVIDENCE AND INSPECTION - At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing the amounts and quality of products removed and sold from the lease, the proceeds therefrom, and the amount used for reclamation purposes or unavoidably lost.

Lessee shall keep open at all reasonable times for the inspection of any duly authorized officer of lessor, the leased premises and all surface and underground improvements, works, machinery, ore stockpiles, equipment, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or under the leased lands.

Lessee shall allow lessor access to and copying of documents reasonably necessary to verify lessee compliance with terms and conditions of the lease.

While this lease remains in effect, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 7. DAMAGES TO PROPERTY AND CONDUCT OF OPERATIONS - Lessee shall comply at its own expense with all reasonable orders of the Secretary, respecting diligent operations, prevention of waste, and protection of other resources.

Lessee shall not conduct exploration operations, other than casual use, without an approved exploration plan. All exploration plans prior to the commencement of mining operations within an approved mining permit area shall be submitted to the authorized officer.

Lessee shall carry on all operations in accordance with approved methods and practices as provided in the operating regulations, having due regard for the prevention of injury to life, health, or property, and prevention of waste, damage or degradation to any land, air, water, cultural, biological, visual, and other resources, including mineral deposits and formations of mineral deposits not leased hereunder, and to other land uses or users. Lessee shall take measures deemed necessary by lessor to accomplish the intent of this lease term. Such measures may include, but are not limited to, modification to proposed siting or design of facilities, timing of operations, and specification of interim and final reclamation procedures. Lessor reserves to itself the right to lease, sell, or otherwise dispose of the surface or other mineral interests in the lands and the right to continue existing uses and to authorize future uses upon or in the leased lands, including issuing leases for mineral deposits not covered hereunder and approving easements or rights-of-way. Lessor shall condition such uses to prevent unnecessary or unreasonable interference with rights of lessee as may be consistent with concepts of multiple use and multiple mineral development.

Sec. 8. PROTECTION OF DIVERSE INTERESTS, AND EQUAL OPPORTUNITY - Lessee shall: pay when due all taxes legally assessed and levied under the laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; restrict workday to not more than 8 hours in any one day for underground workers, except in emergencies; and take measures necessary to protect the health and safety of the public. No person under the age of 16 years shall be employed in any mine below the surface. To the extent that laws of the State in which the lands are situated are more restrictive than the provisions in this paragraph, then the State laws apply.

Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 15. SPECIAL STIPULATIONS -

TRANSFERS

- This lease may be transferred in whole or in part to any person, association or corporation qualified to hold such lease interest.
- This lease may be transferred in whole or in part to another public body or to a person who will mine the coal on behalf of, and for the use of, the public body or to a person who for the limited purpose of creating a security interest in favor of a lender agrees to be obligated to mine the coal on behalf of the public body.
- This lease may only be transferred in whole or in part to another small business qualified under 13 CFR 121.

Transfers of record title, working or royalty interest must be approved in accordance with the regulations.

1b) RELINQUISHMENT - The lessee may relinquish in writing at any time all rights under this lease or any portion thereof as provided in the regulations. Upon lessor's acceptance of the relinquishment, lessee shall be relieved of all future obligations under the lease or the relinquished portion thereof, whichever is applicable.

Sec. 10. DELIVERY OF PREMISES, REMOVAL OF MACHINERY, EQUIPMENT, ETC. - At such time as all portions of this lease are returned to lessor, lessee shall deliver up to lessor the land leased, underground timbering, and such other supports and structures necessary for the preservation of the mine workings on the leased premises or deposits and place all workings in condition for suspension or abandonment. Within 180 days thereof, lessee shall remove from the premises all other structures, machinery, equipment, tools, and materials that it elects to or as required by the authorized officer. Any such structures, machinery, equipment, tools, and materials remaining on the leased lands beyond 180 days, or approved extension thereof, shall become the property of the lessor, but lessee shall either remove any or all such property or shall continue to be liable for the cost of removal and disposal in the amount actually incurred by the lessor. If the surface is owned by third parties, lessor shall waive the requirement for removal, provided the third parties do not object to such waiver. Lessee shall, prior to the termination of bond liability or at any other time when required and in accordance with all applicable laws and regulations, reclaim all lands the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities incidental thereto, and reclaim access roads or trails.

Sec. 11. PROCEEDINGS IN CASE OF DEFAULT - If lessee fails to comply with applicable laws, existing regulations, or the terms, conditions and stipulations of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation by the lessor only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 12. HEIRS AND SUCCESSORS-IN-INTEREST - Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 13. INDEMNIFICATION - Lessee shall indemnify and hold harmless the United States from any and all claims arising out of the lessee's activities and operations under this lease.

Sec. 14. SPECIAL STATUTES - This lease is subject to the Clean Water Act (33 U.S.C. 1252 et. seq.), the Clean Air Act (42 U.S.C. 4274 et. seq.), and to all other applicable laws pertaining to exploration activities, mining operations and reclamation, including the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201 et. seq.).

APPENDIX D
Special Coal Lease Stipulations (Alternative 3 only)

**SPECIAL COAL LEASE STIPULATIONS
FOR
ALTERNATIVE 3**

Federal Regulations 43 CFR 3400 pertaining to Coal Management make provisions for the Surface Management Agency, the surface of which is under the jurisdiction of any Federal agency other than the Department of Interior, to consent to leasing and to prescribe conditions to insure the use and protection of the lands. All or part of this lease contain lands the surface of which are managed by the United States Department of Agriculture, Forest Service, Manti-La Sal National Forest.

The following stipulations pertain to the Lessee responsibility for mining operations on the lease area and on adjacent areas as may be specifically designated on National Forest System lands.

Forest Service Stipulation #1

Before undertaking activities that may disturb the surface of previously undisturbed leased lands, the Lessee may be required to conduct a cultural resource inventory and a paleontological appraisal of the areas to be disturbed. These studies shall be conducted by qualified professional cultural resource specialists or qualified paleontologists, as appropriate, and a report prepared itemizing the findings. A plan will then be submitted making recommendations for the protection of, or measures to be taken to mitigate impacts for identified cultural or paleontological resources.

If cultural resources or paleontological remains (fossils) of significant scientific interest are discovered during operations under this lease, the Lessee prior to disturbance shall immediately bring them to the attention of the appropriate authority. Paleontological remains of significant scientific interest do not include leaves, ferns or dinosaur tracks commonly encountered during underground mining operations.

The cost of conducting the inventory, preparing reports, and carrying out mitigating measures shall be borne by the Lessee.

Forest Service Stipulation #2

If there is reason to believe that Threatened or Endangered (T&E) species of plants or animals, or migratory bird species of high Federal interest occur in the area, the Lessee shall be required to conduct an intensive field inventory of the area to be disturbed and/or impacted. The inventory shall be conducted by a qualified specialist and a report of findings will be prepared. A plan will be prepared making recommendations for the protection of these species or action necessary to mitigate the disturbance.

The cost of conducting the inventory, preparing reports, and carrying out mitigating measures shall be borne by the Lessee.

Forest Service Stipulation #3

The Lessee shall be required to perform a study to secure adequate baseline data to quantify the existing surface resources on and adjacent to the lease area. Existing data may be used if such data are adequate for the intended purposes. The study shall be adequate to locate, quantify, and demonstrate the interrelationship of the geology, topography, surface and ground water hydrology, vegetation, and

wildlife. Baseline data will be established so that future programs of observation can be incorporated at regular intervals for comparison.

Forest Service Stipulation #4

Powerlines used in conjunction with the mining of coal from this lease shall be constructed so as to provide adequate protection for raptors and other large birds. When feasible, powerlines will be located at least 100 yards from public roads.

Forest Service Stipulation #5

The limited area available for mine facilities at the coal outcrop, steep topography, adverse winter weather, and physical limitations on the size and design of access roads, are factors which will determine the ultimate size of the surface area utilized for the mine. A site-specific environmental analysis will be prepared for each new mine site development and for major improvements to existing developments to examine alternatives and mitigate conflicts.

Forest Service Stipulation #6

Consideration will be given to site selection to reduce adverse visual impacts. Where alternative sites are available, and each alternative is technically feasible, the alternative involving the least damage to the scenery and other resources shall be selected. Permanent structures and facilities will be designed, and screening techniques employed to reduce visual impacts and, where possible, achieve a final landscape compatible with the natural surroundings. The creation of unusual, objectionable, or unnatural landforms and vegetative landscape features will be avoided.

Forest Service Stipulation #7

The Lessee shall be required to establish a monitoring system to locate, measure, and quantify the progressive and final effects of underground mining activities on the topographic surface, underground, and surface hydrology and vegetation. The monitoring system shall utilize techniques which will provide a continuing record of change over time and an analytical method for location and measurement of a number of points over the lease area. The monitoring shall incorporate and be an extension of the baseline data.

Forest Service Stipulation #8

The Lessee shall provide for the suppression and control of fugitive dust on haul roads and at coal handling and storage facilities. On Forest Development Roads (FDR), Lessees may perform their share of road maintenance by a commensurate share agreement if a significant degree of traffic is generated that is not related to their activities.

Forest Service Stipulation #9

Underground mining operations shall be conducted in such a manner so as to prevent surface subsidence that would: (1) cause the creation of hazardous conditions such as potential escarpment failure and landslides, (2) cause damage to existing surface structures, and (3) damage or alter the flow of perennial streams. The Lessee shall provide specific measures for the protection of escarpments, and determine corrective measures to assure that hazardous conditions are not created. No subsidence of perennial drainages, Boulger Reservoir and Dam, Flat Canyon Campground, State Highway 264, or gas transmission pipelines (Mainline #41) will be allowed.

Forest Service Stipulation #10

In order to avoid surface disturbance on steep canyon slopes and to preclude the need for surface access, all surface breakouts for ventilation tunnels shall be constructed from inside the mine, except at specific approved locations.

Forest Service Stipulation #11

If removal of timber is required for clearing of construction sites, etc., such timber shall be removed in accordance with the regulations of the surface management agency.

Forest Service Stipulation #12

The coal contained within, and authorized for mining under this lease shall be extracted only by underground mining methods.

Forest Service Stipulation #13

Existing Forest Service owned or permitted surface improvements will need to be protected, restored, or replaced to provide for the continuance of current land uses. No subsidence of the Boulder Reservoir Dam or Flat Canyon Campground will be allowed.

Forest Service Stipulation #14

In order to protect big-game wintering areas, elk calving and deer fawning areas, sage grouse strutting areas, and other key wildlife habitat and/or activities, specific surface uses outside the mine development area may be curtailed during specified periods of the year.

Forest Service Stipulation #15

Support facilities, structures, equipment, and similar developments will be removed from the lease area within two years after the final termination of use of such facilities. This provision shall apply unless the requirement of Section 10 of the lease form is applicable. Disturbed areas and those areas previously occupied by such facilities will be stabilized and rehabilitated, drainages re-established, and the areas returned to a premining land use.

Forest Service Stipulation #16

The Lessee, at the conclusion of the mining operation, or at other times as surface disturbance related to mining may occur, will replace all damaged, disturbed or displaced corner monuments (section corners, 1/4 corners, etc.), their accessories and appendages (witness trees, bearing trees, etc.), or restore them to their original condition and location, or at other locations that meet the requirements of the rectangular surveying system. This work shall be conducted at the expense of the Lessee, by a professional land surveyor registered in the State of Utah, and to the standards and guidelines found in the Manual of Surveying Instructions, United States Department of the Interior.

Forest Service Stipulation #17

The Lessees, at their expense, will be responsible to replace any surface and/or developed groundwater sources identified for protection, that may be lost or adversely affected by mining operations, with water from an alternate source in sufficient quantity and quality to maintain existing riparian habitat, fishery habitat, livestock and wildlife use, or other land uses (authorized by 36 CFR 251).

Forest Service Stipulation #18

**STIPULATION FOR LANDS OF THE NATIONAL FOREST SYSTEM
UNDER JURISDICTION OF
THE DEPARTMENT OF AGRICULTURE**

The licensee/permittee/lessee must comply with all the rules and regulations of the Secretary of Agriculture set forth at Title 36, Chapter II, of the Code of Federal Regulations governing the use and management of the National Forest System (NFS) when not inconsistent with the rights granted by the Secretary of the Interior in the license/permit/lease. The Secretary of Agriculture's rules and regulations must be complied with for (1) all use and occupancy of the NFS prior to approval of a permit/operation plan by the Secretary of Interior, (2) uses of all existing improvements, such as Forest Development Roads, within and outside the area licensed, permitted or leased by the Secretary of Interior, and (3) use and occupancy of the NFS not authorized by a permit/operating plan approved by the Secretary of the Interior.

All matters related to this stipulation are to be addressed to:

Forest Supervisor
Manti-La Sal National Forest
599 West Price River Drive
Price, Utah 84501

Telephone Number: 801-637-2817

who is the authorized representative of the Secretary of Agriculture

Signature
Licensee/Permittee/Lessee

Stipulation #19

ABANDONMENT OF EQUIPMENT:

The lessee/operator is responsible for compliance and reporting regarding toxic and hazardous materials and substances under Federal Law and all associated amendments and regulations for the handling of such materials on the land surface and in underground mine workings.

The lessee/operator must remove mine equipment and materials not needed for continued operations, roof support and mine safety from underground workings prior to abandonment of mine sections. Exceptions can be approved by the Authorized Officer (BLM) in consultation with the surface management agency. Any on-site disposal of non-coal waste must comply with 30 CFR 817.89 and must be approved by the regulatory authority responsible for the enforcement of the Surface Mining Control and Reclamation Act (30 U.S.C. 1201, et seq.). Creation of a situation that would prevent removal of such material and equipment by retreat or abandonment of mine sections, without prior authorization, would be considered noncompliance with lease terms and conditions and subject to appropriate penalties under the lease.

All safe and accessible areas shall be inspected prior to being sealed. The lessee shall notify the Authorized Officer in writing 30 days prior to sealing of any areas in the mine and state the reason for closure. Prior to seals being put in place, the lessee shall inspect the area and certify through documentation any equipment/machinery, hazardous substances, and used oil that is intended to be left underground. The Authorized Officer may participate in this inspection. The purpose of this inspection will be: (1) to provide documentation for compliance with 42 U.S.C. 9620 section 120 (h) and State Management Rule R-315-15, and to assure that certification will be meaningful at the time of lease relinquishment, (2) to document the inspection with a mine map showing location of equipment/machinery (model, type of fluid, amount remaining, batteries, etc.) that is proposed to be left underground. In addition, these items will be photographed at the lessee's expense and shall be submitted to the Authorized Officer as part of the certification.

WASTE CERTIFICATION:

The lessee shall provide on a yearly basis and prior to lease relinquishment, certification to the lessor that, based upon a complete search of all the operator's records for the mine and upon their knowledge of past operations, there has been no hazardous substances defined as per (40 CFR 302.4) or used oil as per Utah State Management Rule R-315-15, deposited within the lease, either on the surface or underground, or that all remedial action necessary has been taken to protect human health and the environment with respect to any such substances remaining on the property. The back-up documentation to be provided shall be described by the lessor prior to the first certification and shall include all documentation applicable to the Emergency Planning and Community Right-to-know Act (EPCRA, Public Law 99-499), Title III of the Superfund Amendments and Reauthorization Act of 1986 or equivalent.

Stipulation #20

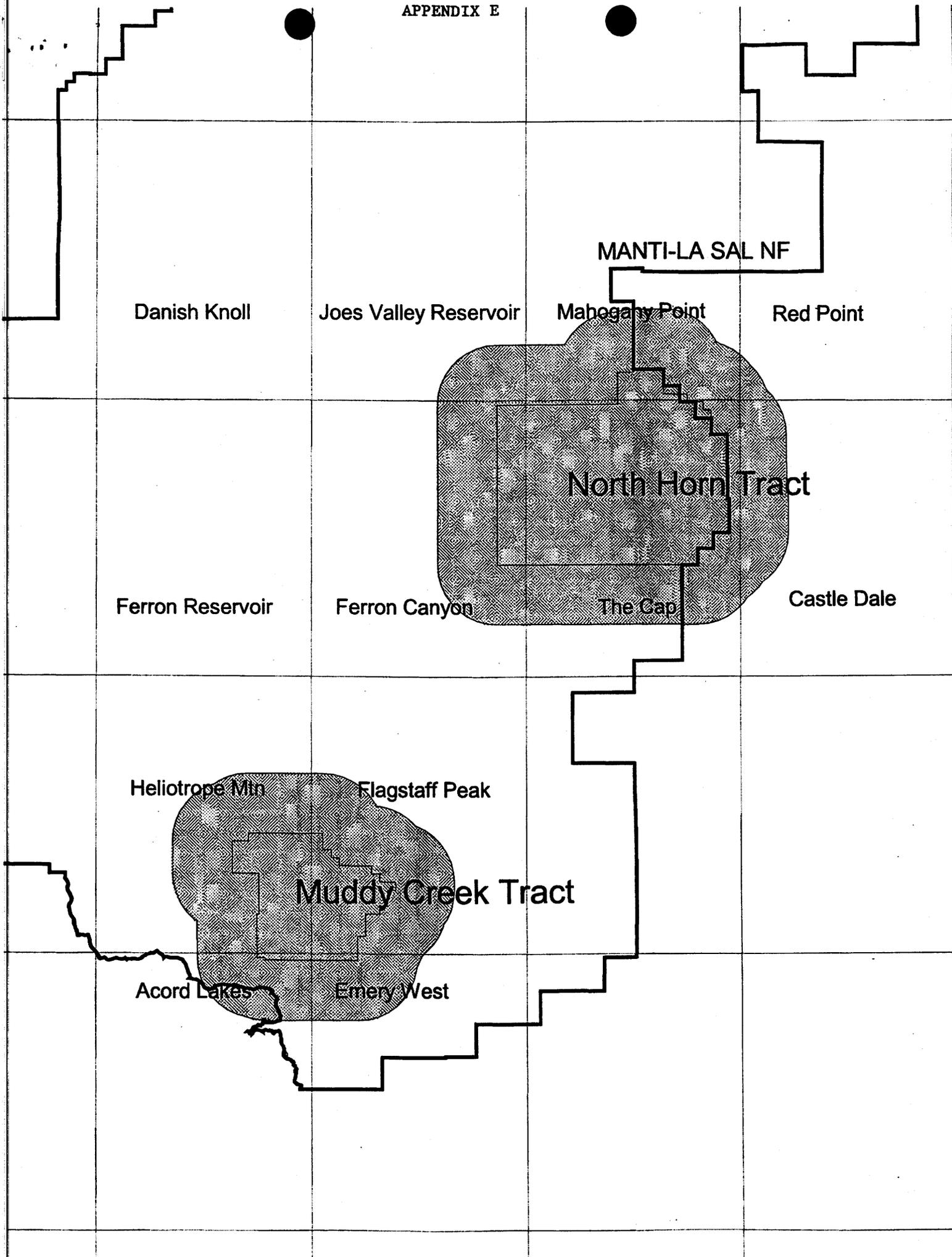
Notwithstanding the approval of a resource recovery and protection plan (R2P2) by the BLM, lessor reserves the right to seek damages against the operator/lessee in the event (i) the operator/lessee fails to achieve maximum economic recovery (MER) [as defined at 43 CFR 3480.0-5(21)] of the recoverable coal reserves or (ii) the operator/lessee is determined to have caused a wasting of recoverable coal reserves. Damages shall be measured on the basis of the royalty that would have been payable on the wasted or unrecovered coal.

The parties recognize that under an approved R2P2, conditions may require a modification by the operator/lessee of that plan. In the event a coal bed or portion thereof is not to be mined or is rendered unminable by the operation, the operator shall submit appropriate justification to obtain approval by the Authorized Officer to leave such reserves unmined. Upon approval by the Authorized Officer, such coal beds or portions thereof shall not be subject to damages as described above. Further, nothing in this section shall prevent the operator/lessee from exercising its right to relinquish all or a portion of the lease as authorized by statute and regulation.

In the event the Authorized Officer determines that the R2P2 as approved will not attain MER as the result of changed conditions, the Authorized Officer will give proper notice to the operator/lessee as required under applicable regulations. The Authorized Officer will order a modification if necessary, identifying additional reserves to be mined in order to attain MER. Upon a final administrative or judicial ruling upholding such an ordered modification, any reserves left unmined (wasted) under that plan will be subject to damages as described in the first paragraph under this section.

Subject to the right to appeal hereinafter set forth, payment of the value of the royalty on such unmined recoverable coal reserves shall become due and payable upon determination by the Authorized Officer that the coal reserves have been rendered unminable or at such time that the lessee has demonstrated an unwillingness to extract the coal.

The BLM may enforce this provision either by issuing a written decision requiring payment of the Minerals Management Service (MMS) demand for such royalties, or by issuing a notice of non-compliance. A decision or notice of non-compliance issued by the lessor that payment is due under this stipulation is appealable as allowed by law.



COST PROPOSAL WORKSHEET

Contract Item	Cost Category/Bid Amount (\$)
I. North Horn Mountain Inventory Area (Base Item)	
A. Resource Inventories and Data Compilation/Collection	Direct Cost (see footnote)
	Indirect Costs (overhead)
	Profit
	Total
B. Technical Reports and Summaries	Direct Cost (see footnote)
	Indirect Costs (overhead)
	Profit
	Total
Base Bid Total	TOTAL (A and B)
II. Muddy Creek Inventory Area Resource Inventories/Data Compilation/Collection (Additive Item)	Direct Cost (see footnote)
	Indirect Costs (overhead)
	Profit
	Total
III. Muddy Creek Inventory Area Technical Reports and Summaries (Additive Item)	Direct Cost (see footnote)
	Indirect Costs (overhead)
	Profit
	Total
BID TOTAL (ALL ITEMS)	TOTAL

Note: Direct costs include labor, equipment, materials, copies, supplies, travel, mailing, etc.

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

Division of Wage Determinations

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

Wage Determination No.: 94-2531

Revision No.: 13

Date of Last Revision: 06/01/1999

State(s): Utah

Areas: Utah ALL COUNTIES

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing ****

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 7.34
01012 Accounting Clerk II	\$ 8.35
01013 Accounting Clerk III	\$ 10.28
01014 Accounting Clerk IV	\$ 12.08
01030 Court Reporter	\$ 10.63
01050 Dispatcher, Motor Vehicle	\$ 10.63
01060 Document Preparation Clerk	\$ 8.00
01070 Messenger (Courier)	\$ 6.45
01090 Duplicating Machine Operator	\$ 8.00
01110 Film/Tape Librarian	\$ 9.45
01115 General Clerk I	\$ 6.45
01116 General Clerk II	\$ 7.55
01117 General Clerk III	\$ 8.00
01118 General Clerk IV	\$ 9.63
01120 Housing Referral Assistant	\$ 12.13
01131 Key Entry Operator I	\$ 7.70
01132 Key Entry Operator II	\$ 9.15
01191 Order Clerk I	\$ 8.57
01192 Order Clerk II	\$ 9.89
01261 Personnel Assistant (Employment) I	\$ 9.43
01262 Personnel Assistant (Employment) II	\$ 10.40
01263 Personnel Assistant (Employment) III	\$ 10.93
01264 Personnel Assistant (Employment) IV	\$ 12.13
01270 Production Control Clerk	\$ 12.13
01290 Rental Clerk	\$ 9.45
01300 Scheduler, Maintenance	\$ 9.45
01311 Secretary I	\$ 9.45
01312 Secretary II	\$ 10.63
01313 Secretary III	\$ 12.13
01314 Secretary IV	\$ 14.43
01315 Secretary V	\$ 15.64
01320 Service Order Dispatcher	\$ 9.45
01341 Stenographer I	\$ 10.00
01342 Stenographer II	\$ 11.24
01400 Supply Technician	\$ 14.43
01420 Survey Worker (Interviewer)	\$ 10.63
01460 Switchboard Operator-Receptionist	\$ 7.63
01510 Test Examiner	\$ 10.63
01520 Test Proctor	\$ 10.63
01531 Travel Clerk I	\$ 7.99
01532 Travel Clerk II	\$ 8.48

01533 Travel Clerk III	\$ 8.89
01611 Word Processor I	\$ 8.14
01612 Word Processor II	\$ 11.03
01613 Word Processor III	\$ 12.22

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 8.27
03041 Computer Operator I	\$ 8.27
03042 Computer Operator II	\$ 10.45
03043 Computer Operator III	\$ 13.58
03044 Computer Operator IV	\$ 14.80
03045 Computer Operator V	\$ 16.40
03071 Computer Programmer I 1/	\$ 13.30
03072 Computer Programmer II 1/	\$ 15.38
03073 Computer Programmer III 1/	\$ 18.90
03074 Computer Programmer IV 1/	\$ 22.88
03101 Computer Systems Analyst I 1/	\$ 18.68
03102 Computer Systems Analyst II 1/	\$ 22.15
03103 Computer Systems Analyst III 1/	\$ 27.50
03160 Peripheral Equipment Operator	\$ 8.27

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 15.32
05010 Automotive Glass Installer	\$ 13.94
05040 Automotive Worker	\$ 13.94
05070 Electrician, Automotive	\$ 14.71
05100 Mobile Equipment Servicer	\$ 12.41
05130 Motor Equipment Metal Mechanic	\$ 15.32
05160 Motor Equipment Metal Worker	\$ 13.94
05190 Motor Vehicle Mechanic	\$ 14.51
05220 Motor Vehicle Mechanic Helper	\$ 11.49
05250 Motor Vehicle Upholstery Worker	\$ 13.18
05280 Motor Vehicle Wrecker	\$ 13.94
05310 Painter, Automotive	\$ 14.71
05340 Radiator Repair Specialist	\$ 13.94
05370 Tire Repairer	\$ 12.41
05400 Transmission Repair Specialist	\$ 15.32

Food Preparation and Service Occupations:

07010 Baker	\$ 9.74
07041 Cook I	\$ 8.61
07042 Cook II	\$ 9.74
07070 Dishwasher	\$ 6.36
07100 Food Service Worker (Cafeteria Worker)	\$ 6.36
07130 Meat Cutter	\$ 9.74
07250 Waiter/Waitress	\$ 6.92

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 14.71
09040 Furniture Handler	\$ 9.96
09070 Furniture Refinisher	\$ 14.71
09100 Furniture Refinisher Helper	\$ 11.49
09110 Furniture Repairer, Minor	\$ 13.18
09130 Upholsterer	\$ 14.71

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 6.36
11060 Elevator Operator	\$ 6.36

11090 Gardener	\$ 8.61
11121 Housekeeping Aide I	\$ 5.79
11122 Housekeeping Aide II	\$ 6.36
11150 Janitor	\$ 7.30
11210 Laborer, Grounds Maintenance	\$ 6.92
11240 Maid or Houseman	\$ 5.79
11270 Pest Controller	\$ 9.18
11300 Refuse Collector	\$ 6.36
11330 Tractor Operator	\$ 8.05
11360 Window Cleaner	\$ 6.92

Health Occupations:

12020 Dental Assistant	\$ 10.09
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.09
12071 Licensed Practical Nurse I	\$ 9.06
12072 Licensed Practical Nurse II	\$ 10.18
12073 Licensed Practical Nurse III	\$ 11.39
12100 Medical Assistant	\$ 9.02
12130 Medical Laboratory Technician	\$ 9.02
12160 Medical Record Clerk	\$ 9.02
12190 Medical Record Technician	\$ 12.49
12221 Nursing Assistant I	\$ 6.55
12222 Nursing Assistant II	\$ 7.36
12223 Nursing Assistant III	\$ 8.03
12224 Nursing Assistant IV	\$ 9.02
12250 Pharmacy Technician	\$ 11.24
12280 Phlebotomist	\$ 9.02
12311 Registered Nurse I	\$ 13.64
12312 Registered Nurse II	\$ 16.86
12313 Registered Nurse II, Specialist	\$ 16.86
12314 Registered Nurse III	\$ 22.46
12315 Registered Nurse III, Anesthetist	\$ 22.46
12316 Registered Nurse IV	\$ 25.08

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 14.80
13011 Exhibits Specialist I	\$ 14.05
13012 Exhibits Specialist II	\$ 17.10
13013 Exhibits Specialist III	\$ 20.86
13041 Illustrator I	\$ 14.05
13042 Illustrator II	\$ 17.10
13043 Illustrator III	\$ 20.86
13047 Librarian	\$ 15.64
13050 Library Technician	\$ 10.63
13071 Photographer I	\$ 12.03
13072 Photographer II	\$ 14.05
13073 Photographer III	\$ 17.10
13074 Photographer IV	\$ 20.86
13075 Photographer V	\$ 25.31

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 5.99
15030 Counter Attendant	\$ 5.99
15040 Dry Cleaner	\$ 7.98
15070 Finisher, Flatwork, Machine	\$ 5.99
15090 Presser, Hand	\$ 5.99
15100 Presser, Machine, Drycleaning	\$ 5.99
15130 Presser, Machine, Shirts	\$ 5.99
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.99
15190 Sewing Machine Operator	\$ 8.52

15220 Tailor	\$ 8.99
15250 Washer, Machine	\$ 6.70

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 14.71
19040 Tool and Die Maker	\$ 16.73

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 12.41
21020 Material Coordinator	\$ 13.54
21030 Material Expediter	\$ 13.54
21040 Material Handling Laborer	\$ 9.81
21050 Order Filler	\$ 9.93
21071 Forklift Operator	\$ 10.94
21080 Production Line Worker (Food Processing)	\$ 10.94
21100 Shipping/Receiving Clerk	\$ 10.22
21130 Shipping Packer	\$ 10.22
21140 Store Worker I	\$ 8.65
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.79
21210 Tools and Parts Attendant	\$ 10.94
21400 Warehouse Specialist	\$ 10.94

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 15.32
23040 Aircraft Mechanic Helper	\$ 11.49
23050 Aircraft Quality Control Inspector	\$ 15.93
23060 Aircraft Servicer	\$ 13.18
23070 Aircraft Worker	\$ 13.94
23100 Appliance Mechanic	\$ 14.71
23120 Bicycle Repairer	\$ 12.41
23125 Cable Splicer	\$ 15.32
23130 Carpenter, Maintenance	\$ 14.71
23140 Carpet Layer	\$ 13.94
23160 Electrician, Maintenance	\$ 15.68
23181 Electronics Technician, Maintenance I	\$ 11.28
23182 Electronics Technician, Maintenance II	\$ 17.72
23183 Electronics Technician, Maintenance III	\$ 19.20
23260 Fabric Worker	\$ 13.18
23290 Fire Alarm System Mechanic	\$ 15.32
23310 Fire Extinguisher Repairer	\$ 12.41
23340 Fuel Distribution System Mechanic	\$ 15.32
23370 General Maintenance Worker	\$ 13.52
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 15.32
23430 Heavy Equipment Mechanic	\$ 15.32
23440 Heavy Equipment Operator	\$ 15.32
23460 Instrument Mechanic	\$ 15.32
23470 Laborer	\$ 6.36
23500 Locksmith	\$ 14.71
23530 Machinery Maintenance Mechanic	\$ 15.41
23550 Machinist, Maintenance	\$ 15.68
23580 Maintenance Trades Helper	\$ 11.49
23640 Millwright	\$ 15.32
23700 Office Appliance Repairer	\$ 14.71
23740 Painter, Aircraft	\$ 14.71
23760 Painter, Maintenance	\$ 14.71
23790 Pipefitter, Maintenance	\$ 15.32
23800 Plumber, Maintenance	\$ 14.71
23820 Pneudraulic Systems Mechanic	\$ 15.32
23850 Rigger	\$ 15.32
23870 Scale Mechanic	\$ 13.94

23890 Sheet-Metal Worker, Maintenance	\$ 15.32
23910 Small Engine Mechanic	\$ 13.94
23930 Telecommunications Mechanic I	\$ 15.32
23931 Telecommunications Mechanic II	\$ 15.93
23950 Telephone Lineman	\$ 15.32
23960 Welder, Combination, Maintenance	\$ 15.32
23965 Well Driller	\$ 15.32
23970 Woodcraft Worker	\$ 15.32
23980 Woodworker	\$ 12.41

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.55
24580 Child Care Center Clerk	\$ 10.68
24600 Chore Aide	\$ 5.79
24630 Homemaker	\$ 11.83

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 15.32
25040 Sewage Plant Operator	\$ 14.71
25070 Stationary Engineer	\$ 15.32
25190 Ventilation Equipment Tender	\$ 11.49
25210 Water Treatment Plant Operator	\$ 14.71

Protective Service Occupations:

27004 Alarm Monitor	\$ 9.49
27006 Corrections Officer	\$ 17.39
27010 Court Security Officer	\$ 18.49
27040 Detention Officer	\$ 17.39
27070 Firefighter	\$ 17.41
27101 Guard I	\$ 5.92
27102 Guard II	\$ 9.49
27130 Police Officer	\$ 20.67

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 13.25
28020 Hatch Tender	\$ 13.25
28030 Line Handler	\$ 13.25
28040 Stevedore I	\$ 12.48
28050 Stevedore II	\$ 13.96

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 24.05
29011 Air Traffic Control Specialist, Station 2/	\$ 16.58
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.26
29023 Archeological Technician I	\$ 12.34
29024 Archeological Technician II	\$ 13.80
29025 Archeological Technician III	\$ 17.10
29030 Cartographic Technician	\$ 17.10
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 18.68
29040 Civil Engineering Technician	\$ 17.10
29061 Drafter I	\$ 9.00
29062 Drafter II	\$ 12.03
29063 Drafter III	\$ 14.05
29064 Drafter IV	\$ 17.10
29081 Engineering Technician I	\$ 9.49
29082 Engineering Technician II	\$ 11.58
29083 Engineering Technician III	\$ 13.98
29084 Engineering Technician IV	\$ 17.80

29085 Engineering Technician V	\$ 19.58
29086 Engineering Technician VI	\$ 22.44
29090 Environmental Technician	\$ 16.32
29100 Flight Simulator/Instructor (Pilot)	\$ 22.15
29150 Graphic Artist	\$ 18.68
29160 Instructor	\$ 16.47
29210 Laboratory Technician	\$ 13.58
29240 Mathematical Technician	\$ 17.80
29361 Paralegal/Legal Assistant I	\$ 11.84
29362 Paralegal/Legal Assistant II	\$ 14.09
29363 Paralegal/Legal Assistant III	\$ 15.64
29364 Paralegal/Legal Assistant IV	\$ 21.36
29390 Photooptics Technician	\$ 17.80
29480 Technical Writer	\$ 22.03
29491 Unexploded Ordnance Technician I	\$ 15.28
29492 Unexploded Ordnance Technician II	\$ 18.49
29493 Unexploded Ordnance Technician III	\$ 22.16
29494 Unexploded Safety Escort	\$ 15.28
29495 Unexploded Sweep Personnel	\$ 15.28
29620 Weather Observer, Senior 3/	\$ 15.09
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 13.58
29622 Weather Observer, Upper Air 3/	\$ 13.58

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 13.04
31260 Parking and Lot Attendant	\$ 7.38
31290 Shuttle Bus Driver	\$ 7.38
31300 Taxi Driver	\$ 6.57
31361 Truckdriver, Light Truck	\$ 7.38
31362 Truckdriver, Medium Truck	\$ 13.04
31363 Truckdriver, Heavy Truck	\$ 15.45
31364 Truckdriver, Tractor-Trailer	\$ 15.45

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 7.48
99030 Cashier	\$ 7.02
99041 Carnival Equipment Operator	\$ 8.07
99042 Carnival Equipment Repairer	\$ 8.64
99043 Carnival Worker	\$ 6.36
99050 Desk Clerk	\$ 8.55
99095 Embalmer	\$ 15.28
99300 Lifeguard	\$ 7.63
99310 Mortician	\$ 15.28
99350 Park Attendant (Aide)	\$ 9.52
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 7.63
99500 Recreation Specialist	\$ 11.83
99510 Recycling Worker	\$ 8.05
99610 Sales Clerk	\$ 7.63
99620 School Crossing Guard (Crosswalk Attendant)	\$ 6.36
99630 Sports Official	\$ 7.63
99658 Survey Party Chief (Chief of Party)	\$ 13.02
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 10.58
99660 Surveying Aide	\$ 8.28
99690 Swimming Pool Operator	\$ 9.74
99720 Vending Machine Attendant	\$ 8.05
99730 Vending Machine Repairer	\$ 9.74
99740 Vending Machine Repairer Helper	\$ 8.05

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 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 contractor in the performance of similar work at the same Federal facility. (Reg. 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 29CFR 4.174)

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 29 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 employee (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).

**** 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 \$4.25 per week (or \$.85 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 Titles 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 Second Supplement, dated August 1995, 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.