



Campus Procurement Services
G5C Campus Support Facility
1201 N. State Street
Rolla, Missouri 65409
Phone: 573-341-4266
Fax: 573-341-4048
E-mail: procure@mst.edu
Internet: <http://procurement.mst.edu/>

NOTICE

RFB # 8287SRP

Sealed Request for Bids to Furnish and Deliver Bituminous Coal and Related Ash Disposal

Any organization downloading this request for bid/proposal which did not receive a fax or email from Missouri S&T Campus Procurement notifying it of the posting of this request for bids/proposals, must complete this page and immediately fax it to 573-341-4048 or email notification to procure@mst.edu.

By submitting your request to Missouri S&T, your organization is advising Missouri S&T of your interest in this request for bid/proposal and your organization will be notified of the posting of any addenda. These addenda are issued when there is a need to change the specifications or due date/time of the requests.

It is the responsibility of the organization downloading the request for bid/proposal specifications to notify Missouri S&T of interest in this request for bid/proposal and to request notification of addenda. It is also the responsibility of all Bidders to verify if addenda have been issued and to submit all addenda with bid/proposal response prior to the bid/proposal opening date and time.

Name of Organization: _____

Contact Name: _____

Contact Phone Number: _____

Fax number: _____

Email: _____

Note: Organizations are cautioned not to alter the wording of this request for bids / proposals. In the event that changes to the wording do occur, the request for bid / proposal as originally prepared by Missouri S&T shall be considered the record copy and shall be deemed the prevailing document. Responses with changed wording **MAY BE REJECTED**.

Bid/Proposal Request Document Follows

This page is not part of the request for bid/proposal and **MUST** be submitted **IMMEDIATELY** after downloading the request for bid/proposal.

REQUEST FOR BIDS
TO
FURNISH AND DELIVER
BITUMINOUS COAL AND RELATED ASH DISPOSAL
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY
RFB # 8287SRP
OPENING DATE: April 10, 2009
TIME: 2:00 PM, CT

Prepared by:

Susan R. Potrafka, Manager
Office of the Manager
Campus Procurement Services
Missouri University of Science and Technology
1201 North State Street
G5C Campus Support Facility
Rolla, MO 65409-0070

Dated: March 23, 2009

NOTICE TO BIDDERS

Missouri University of Science and Technology (Missouri S&T), formerly University of Missouri-Rolla, requests bids to FURNISH AND DELIVER BITUMINOUS COAL AND RELATED ASH DISPOSAL, RFB # 8287SRP, which will be received by the undersigned at the Office of the Manager, Campus Procurement Services, G5C Campus Support Facility, 1201 North State Street, Rolla, Missouri, 65409-0070 until 2:00 pm, Central Time April 10, 2009. Bids will be opened and identified starting at 2:05 p.m., Central Time.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained from Campus Procurement Services at G5C Campus Support Facility, 1201 North State Street, Rolla, Missouri, 65409-0070, by phoning 573-341-4266, or online at <http://procurement.mst.edu/bids.html>.

The University reserves the right to waive any informalities in bids and to reject any or all bids.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Susan R. Potrafka, Manager
Campus Procurement Services

Dated: March 23, 2009

**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO BIDDERS
REQUEST FOR BID (RFB)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and bid response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
7. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals of 7% for MBEs and 3% for WBEs of the total value of contracts for goods and services.

The University expects participation in contracts for goods and services by firms that are certified as Minority and Women Business Enterprises (M/WBEs). This may either be by the primary contractor being a qualified M/WBE or by the utilization of M/WBE suppliers by the primary contractor (second tier purchases). Contractors are required to make a "best effort" in support of the University's policy and documentation demonstrating this effort is required. Upon request of the University, the contractor shall provide semi-annual or annual reports of the financial participation of M/WBEs, either as the primary contractor or as second tier purchases. The report shall include the name(s) and address (es) of the qualified M/WBEs, products or services provided and the total dollar amount or percentage of utilization."

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Bidders understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any bidders who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

14. **Debarment and Suspension Certification** - The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

B. INSTRUCTIONS TO BIDDERS

1. **Request For Bid (RFB) Document:** Bidders are expected to examine the complete RFB document and all attachments including drawings, specifications, and instructions. Failure to do so is at bidder's risk. It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source.

Any and all communications from bidders regarding specifications, requirements, competitive bid process, etc., should be directed to the University buyer of record referenced in this RFB. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the bid opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a bid. Regardless of any modification to these terms and conditions that may appear in the submitted bid, the original University terms and conditions

apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the bid.

The RFB document and any attachments constitute the complete set of specifications and bid response forms. No verbal or written information that is obtained other than through this RFB or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFB or give information as to the requirements of the RFB in addition to that contained in or amended to this written RFB document. In case of any doubt or difference of opinion as to the true intent of the RFB, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Bids:** All bids must be submitted, in single copy, on the bid form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "Bids to Furnish and Deliver Bituminous Coal and Related Ash Disposal" and addressed, mailed and/or delivered to Campus Procurement Services, Missouri University of Science and Technology, 1201 North State Street, G5C Campus Support Facility, Rolla, MO 65409-0070, ATTN: Susan Potrafka.

To receive consideration, bids must be received, at the above address, prior to the bid opening time and date stated in this RFB. Bidders assume full responsibility for the actual delivery of bids during business hours at the specified address.

Unless otherwise specifically stated in the RFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFB is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the bid form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original bid price.

Time will be of the essence for any orders placed as a result of this RFB. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the bidder and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bids shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Bids:** Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form. All bids shall be signed, in the appropriate location, by a duly authorized representative of the bidder's organization. Signature on the bid certifies that the bidder has read and fully understands all bid specifications, plans, and terms and conditions.

By submitting a bid, the bidder agrees to provide the specified equipment, supplies and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the bidder certifies that: (1) the bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; (3) the bidder has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over the University.

Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing prior to the exact date and time set for the bid closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supercedes or modifies the prior bid. The modification must be submitted in a sealed envelope marked "Bid Modification" and clearly identifying the RFB title, RFB number and closing time and date. Bids may not be modified after the bid closing time and date. Telephone and facsimile modifications are not permitted.

Bids may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for bid closing. Bids may be withdrawn in person before the bid closing upon presentation of proper identification. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

All bids, information, and materials received by the University in connection with an RFB response shall be deemed open records pursuant to 610.021 RSMo. If a bidder believes any of the information contained in the bidder's response is exempt from 610.021 RSMo, then the bidder's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the RFB and whose bid is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of

the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality and adaptability of the bidders equipment, supplies and/or services to the required use; the ability of the bidder to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all bids and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful bidder shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Bid Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFB, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Payment terms, unless otherwise stated in the RFB, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder.
10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

**UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

I. INTRODUCTION

The University, is interested in contracting with an organization or individual, hereinafter referred to as “Contractor” or “Vendor” whereby the Contractor/Vendor will Furnish and Deliver Bituminous Coal and Related Ash Disposal for the period July 1, 2009 through June 30, 2011 to Missouri University of Science and Technology (Missouri S&T), hereinafter referred to as “University”.

The University will consider and evaluate bids above 10,700 Btu/lb.

All interested Contractors must complete the attached Pricing Bid Pages, Bid Form pages 20-22, as well as the Coal Supplier Qualification Data Form Pages, Supplier’s Qualifications pages 23-31, to be considered for selection. Contractors must agree to an inspection and review of their mining operations by representatives of the University, to verify Contractors’ abilities to perform under the terms of this request for bid.

Price’s are requested in dollars per ton Btu FOB the University plant site at Rolla, Missouri. Bids shall be evaluated on a price in dollars per million Btu FOB Rolla, Missouri. However, the University reserves the right to negotiate its own transportation contract and requires that both FOB mine prices and freight rates be supplied in the bid. The University requires the coal Contractor to offer removal and disposal of ash as an integral part of the Contract to be awarded. Contractors must specify a separate price in the bid for ash disposal and ash disposal transportation. Note: For the current contract, ash disposal is not being utilized.

II. INSURANCE

The Vendor shall provide insurance coverage as follows by a carrier with A.M. Best minimum rating of A-XI:

Certificate must include NAIC number for each insurer.

Coverage	Minimum Limits
Workers Compensation Employers Liability	Statutory \$500,000
Auto Liability (To include Owned, Hired, and Non-Owned coverage) *	\$1,000,000 Combined Single Limit per Occurrence and Aggregate
Commercial General Liability Coverage (Comprehensive Form, MUST include Premises & Operations, Contractual and Products/Completed Operations Exposure). Occurrence Base coverage is required.	\$1,000,000 Combined Single Limit, per Occurrence and \$2,000,000 aggregate

* Required only if vehicles are to be operated on University premises during the contract period.

The Curators of the University of Missouri, its officers, employees and agents are to be additional insured with respect to the project to which these insurance requirements pertain. In addition, the certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the Contractor and the University. The University must receive at least ten days advance notice in the event of policy cancellation or material change to the policy.

The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor, any subcontractor, or their employees in the performance of the contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor, or at the option of the University, agrees to pay to or reimburse the University for the defense costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents, or volunteers.

III. Definitions

Wherever the following terms are used in this, they shall have the meaning stated below:

1. Analysis - shall mean results obtained using procedures specified by the American Society for Testing and Materials (ASTM) or other procedures and Materials (ASTM) or other procedures mutually agreed between Buyer and Seller and for purposes of this Contract shall include tests for moisture, volatile matter, ash sulfur, calorific value, fusion temperature of ash, Hardgrove Grindability Index, lead content in ash (and other trace elements as may be required by the Missouri Department of Environmental Resources for ash disposal) and size consist.
2. Base Price - the Base Price is the price ton effective July 1, 2009, FOB Mine.
3. Btu-British thermal unit of heat quantity.
4. Calorific Value - the gross or high heating value of coal expressed in Btu/lb.

5. Guaranteed Quality - the Guaranteed Quality specifications (stated in Section VIII) provide the guaranteed quality standards with which Contractor warrants each shipment under this contract will comply. Noncompliance can result in substantial penalties to Contractor including suspension and termination as in Section VIII.2 and VIII.3.
6. Ton-a short ton of 2,000 lbs. (avoirdupois).

IV. SOURCE OF COAL

1. Reserve Dedication

Bidder to indicate on Supplier's Qualifications, page 1, the primary source mine for coal to be provided. Contractor shall have the right to ship a blended product using coals from any sources available to Contractor in order to meet the quality specifications under these specifications provides that the weight percent of such coals from other sources is less than fifty (50) percent of the blended product. Contractor shall provide written notice to University of the source and quality characteristics of the blend constituents to be used by Contractor and shall promptly provide written notice to University of any change in the blend constituents. Contractor agrees to accept the liability for any additional costs incurred by University at University's coal-burning facility due to Contractor's failure to provide University written notification of the origin and quality characteristics of the blend constituents in Contractor's coal shipments prior to delivery to University's coal-burning facility.

2. Alternate Source Coal

Contractor may, only after receiving written approval from University, and only until such approval is rescinded in writing by University, deliver to University coal from an alternate source ("Alternate Source Coal") so long as such Alternate Source Coal (i) is delivered to University's coal-burning facility at a delivered cost per million Btu's less than or at most equal to delivered cost per million Btu's of coal from the sources described in Section IV.1 (it being the intent of the parties that University share equally in any savings realized by Contractor due to delivery of Alternate Source Coal), (ii) is at least of the quality and characteristics described in Section VII, and (iii) is suitable, in University's sole and good faith judgment, for use at University's coal-burning facility.

In the event delivery of Alternate Source Coal is from a source controlled by Contractor with a lower price for transportation than the Contract transportation price component at the time Alternate Source Coal deliveries are initiated, the savings resulting from the reduction in the price of transportation will accrue to University. In the event delivery of Alternate Source Coal is from a source controlled by Contractor with a lower cost of mining, then any savings resulting from reduced mining costs will accrue to Contractor. In the event the delivery of Alternate Source Coal, is from a source controlled by Contractor, which has a lower price for transportation but a higher cost of mining and an overall lower delivered price, University and Contractor shall negotiate as to an equitable sharing of the savings in the delivered price of fuel. In the event Alternate Source Coal is delivered from an independent third party which deliveries were arranged by Contractor, then the University and Contractor shall share equally

in the savings on a delivered price basis. University shall never be required to pay in excess of the Contract delivered price from Alternate Source Coal deliveries.

V. QUANTITY OF COAL

1. Quantity

University shall purchase, accept and pay for and Contractor shall sell and deliver a minimum of eighty (80) percent of University's coal requirements as determined by University's actual coal purchases per Contract Year (or applicable pro rata portion of any partial Contract Year) for minimum of seven thousand (7,000) tons and a maximum of ten thousand (10,000) tons for the Rolla coal-burning facility. The eighty (80) percent requirement excludes coal purchased as a result of Contractor's force majeure and/or University's suspension of Contractor's deliveries as per section VIII.2 and/or Contractor's inability to meet University's shipping schedule as per section V.5. Tonnages outside this range may be shipped without penalty by mutual consent.

2. Annual Notification

University shall notify Contractor, in writing, at the time of award of its projected tonnage requirements for the period July 1, 2009 through June 30, 2010 and on or before May 31, 2010 of its projected tonnage requirements for the period July 1, 2010 through June 30, 2011. In accordance with Section V.1, University shall set out on a monthly basis the quantities of coal to be delivered hereunder to Rolla, Missouri, during the following year. University shall not be required to buy and Contractor shall not be required to sell and deliver coal in excess of the annual tonnage requirements specified in such written notification.

3. Variance from Annual Notification

The number of tons of coal to be delivered to University each month may be increased or decreased by University from the amounts set forth in University's notification of projected annual tonnage requirements. Such monthly deviations from the projected annual tonnage requirements, however, shall not result in an annual tonnage specified by University outside the limitations of Section V.1 The parties understand and agree that it is University's intent to utilize Contractor to provide University's coal requirements at its coal-burning facility. Therefore, University shall be deemed to have complied with its obligations to purchase coal under this Contract provided it purchases at least eighty (80%) of all coal purchased in any Contract Year (or applicable portions of Contract Years) excluding purchases made from third parties when Contractor deliveries were reduced due to Contractor's force majeure or suspension, regardless of the actual tonnage purchased by University.

4. Refuse Disposal Services Option

At all times during the term of the Contract, including periods during which Contractor's coal deliveries are reduced or suspended due to Contractor's force majeure or as a result of coal

deliveries being suspended under Section VIII.2, Contractor shall continue to have the obligation to expeditiously remove University's refuse ash.

5. Specific Performance

If in any Contract Year Contractor shall, for any cause which neither results from force majeure nor from the default of any carrier, nor from the default of University, fail to deliver a quantity of coal at least equal to the projected monthly tonnage specified in Section V.2, Section V.3 or weekly tonnage as specified in Section VI.2, then University at University's option may provide Contractor written notification that University plans to purchase the difference between the tonnage delivered and the tonnage specified in Section V.2, V.3 and VI.2 on the open market. In the event the open market delivered price is higher than the delivered price under the Contract, Contractor shall reimburse University the difference between the delivered price per million Btus for coal purchased by University and the delivered Contract price per million Btu multiplied by the number of Btu's purchased in the open market to substitute for Contractor's deficiency. In the event University suspends deliveries under Section VIII.2, University shall have the right to purchase substitute coal in the open market during the period of suspension and the provisions of this Section V.4 will apply to such purchases. University will utilize best efforts to minimize any charges to Contractor when purchasing substitute coal.

If at any time under the contract Contractor does not supply sufficient trucks for removal of University's refuse ash such that the refuse ash accumulation at University's coal-burning facility results in additional expense to University and/or operational problems for University, then University may purchase refuse ash disposal services in the open market. In the event the open market price for refuse ash disposal services is higher than the price under the contract, Contractor shall reimburse University the difference between the Contract price per ton of refuse disposed and the price per ton of refuse disposed paid on the open market multiplied by the tons of refuse disposed in the open market. University will utilize best efforts to minimize any charges to Contractor when purchasing substitute refuse ash disposal services.

VI. SCHEDULING, TRANSPORTATION AND DELIVERY

1. Scheduling

University shall notify Contractor of the shipping schedule weekly. Contractor shall be responsible for notifying shipper of the shipping schedule and order sufficient rail cars and/or trucks to be placed in a timely manner to permit loading by Contractor.

2. Transportation

All coal delivered under the contract shall be delivered by truck from time to time as required by University, FOB University's coal-burning facility at Rolla, Missouri. Truck deliveries may originate from Contractor's Mine or a transloading facility if Contractor elects to ship via rail/barge. Delivery schedules, both in terms of times and amounts of deliveries, shall be established by University and shall be communicated to Contractor in sufficient time as

specified in Section VI.1, to enable Contractor to make the necessary and appropriate arrangements for such deliveries. Contractor agrees that deliveries will continue on a daily basis throughout miners' vacation and all holidays except as mutually agreed upon. In addition, Contractor shall give weekly notification of the tons to be delivered the following week, no later than Friday (1500 hours) of the week prior to the week for which the deliveries are scheduled. Deliveries for the Rolla coal-burning facility will be Monday through Friday during the hours of 8:00am through 3:00pm only.

It shall be Contractor's responsibility to ensure that all truck deliveries comply with weight limits, tarp coverings and all applicable local, state, federal and destination or coal-burning facility regulations. In the event of an accident and/or spill of any kind while in the act of delivery coal to University's coal-burning facility or removing ash from University's coal-burning facility, Contractor is solely responsible for clean up and/or damages incurred. Contractor will be responsible for contracting for and payment of the cost of truck transportation.

3. Title

Title to such coal shall pass to University and University's agent when truck deliveries from Contractor's transportation contractor(s) have been unloaded at University's coal-burning facility.

VII. WEIGHING

1. Right to Observe Weighing

University and Contractor shall have the right to have a representative present at reasonable times to observe the weighing of the coal and ash at the weighing location(s). Contractor must notify University of Contractor's desire to observe weighing and University shall take appropriate action to schedule such observation. The University reserves the right to observe the scale certification.

VIII. COAL QUALITY

1. Coal Quality Specifications

Contractor represents and warrants that the quality for each shipment of coal shipped hereunder will conform to the following specifications on an as-received basis. Analysis to confirm coal meets the following specifications to be conducted and performed in accordance with the attached standards.

	<u>Minimum Quality Per Shipment</u>
Calorific Value, greater than (Btu/lb)	10,700
Total Moisture, less than (wt. percent)	*

Ash, less than (wt. percent)	11.0
greater than (wt. percent)	5.5
Percent Sulfur, by weight, less than	3.5
Volatile Matter, greater than (wt. percent)	30
Hardgrove Grindability Index (HGI), less than	60
Free Swelling Index, less than	5
Ash Softening Temperature, Reducing, H=W	
greater than (Deg. F)	2000
Size consist (weight percent)**	
Greater than 1-1/4"	0-5
Less than 1-1/4" and greater than 3/4"	35-60
Less than 3/4" and greater than 1/4"	35-60
Less than 1/4"	0-15
Total chlorine, less than	400 ppm (0.04% by wt.)
Total mercury, less than	0.085 ppm
Total fluorine, less than	100 ppm (0.0100% by wt.)

* Surface moisture less than 4.5% by weight. Moisture must be low enough for coal to be free flowing.

** Based on square mesh screens.

University anticipates shipments will be of a homogeneous nature. In the event Contractor layer loads shipments, each layer must conform to contract coal quality specifications. Coal must be fresh mined having not been removed from source of origin more than thirty (30) days.

2. Coal Quality Rejection Limits

In the event that coal delivered to University fails to conform to the Guaranteed Quality section VIII.2, the Contractor shall immediately take such action as may be required to thereafter comply with such specifications. University shall have the right to suspend further deliveries until Contractor has furnished satisfactory evidence that future deliveries of coal will comply with the specifications in section VIII.1.

3. Rejection of Shipments

Shipments are to be free of debris or other foreign objects and coal will not cause significant problems during unloading or handling at University's coal-burning facilities. Surface moisture must be low enough for coal to be free flowing.

In the event University's visual inspection prior to unloading a truck shipment determines in University's sole opinion that said truck contains foreign objects or will cause significant unloading and handling problems or includes excess fines or moisture, University may reject such truck.

If a truck is rejected, Contractor will be notified of the rejection and is required to remove the truck from University's facility at Contractor's expense within 24 hours.

IX. TRANSPORTATION PRICE ADJUSTMENTS

1. Transportation Price Adjustments

Transportation costs, for truck and rail/barge delivery, shall be determined by the most economical routing available for coal movement from Contractor's Mine to University's coal-burning facilities and movement of ash from University's coal-burning facility to Contractor's ash disposal facility. If Contractor changes the Mining Source to a site closer to University's coal-burning facility, a new transportation rate shall be calculated accordingly. If the mining source is farther from University's coal-burning facility, the overall delivered price shall not exceed the Contract Adjusted Base Price plus the index adjusted transportation costs of the previous location or the location as listed in the bid response.

Transportation costs will be broken down into two components; the first listing the Fixed Costs as approved by the relevant regulatory authority and the second listing All Other Transportation Costs. The sum of these components will be the Freight Rate to Rolla.

Fixed transportation costs increases or decreases for rail deliveries (or that portion of the transportation cost representing rail deliveries) will be computed in accordance with the percentage changes in the Rail Cost Adjustment Factor (adjusted for productivity) RCAF (Adj) as determined by the Interstate Commerce Commission (ICC) per procedures set forth in Ex Parte No. 290 (Sub-No.2) proceeding from its Base Value in the first quarter of 2005.

Fixed transportation cost increases or decreases for transportation of coal or refuse ash (or that portion of the transportation cost representing truck transportation) will be computed in accordance with minimum public tariffs as approved by the relevant regulatory authority. The rates will be changed by the same percentage change as the percentage change in the minimum public tariffs as approved by the The Missouri Department of Transportation and its Rates, Rules and Regulations for the Transportation of Bulk Commodities in Dump Trucks (Missouri Department of Transportation) who the regulator authority for the State of Missouri. If a lower cost transportation charge is proposed under the bid than the rate designated by the Missouri Department of Transportation, then the bidder must enclose a copy signed by the appropriate official(s) in the Missouri Department of Transportation approving such a rate.

The category of All Other Transportation costs shall be adjusted on a quarterly basis for increases and decreases in diesel fuel pump prices. **The base fuel price index shall be \$2.030** as taken from the Department of Energy EIA Retail On-Highway Diesel Price Index for the Midwest PADD 2 Region dated 3/02/2009. This index is updated weekly (Monday) and may

be accessed on line at:

http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

The All Other Transportation Cost as listed on the Bid Form will be the base price used for adjustments.

For example, if the following prices were listed on a bid response:

Transportation to Rolla, MO

Truck (\$/ton) -- Fixed Costs	\$9.50	
Truck (\$/ton) - All Other Transportation Costs	\$4.00	
Freight Rate to Rolla, MO		\$13.50

Base Fuel Price Index

04/23/2009 Base Fuel Price Index	\$2.030
09/29/2009 Fuel Price Index	\$2.884

Calculated Updated All Other Transportation Costs: $\frac{(2.884) (4.00)}{(\$2.030)} = \$5.683 = \$5.68$

The cost for October 1, 2009 - December 31, 2009 would be:

Truck (\$/ton) -- Fixed Costs	\$9.50	
Truck (\$/ton) -- All Other Transportation Costs	\$5.68	
Freight Rate to Rolla, MO		\$15.18

All Other Transportation Costs will be adjusted on a quarterly basis using the latest available figures from the Department of Energy EIA Retail On-Highway Diesel Price Index as of September 30, December 31, March 31, and June 30. The March 2, 2009 index will be used to calculate the All Other Transportation Costs for the first quarter of the contract.

X. FORCE MAJEURE

1. Definition of Force Majeure

The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as Acts of God, acts of the public enemy, insurrections, riots, strikes, labor disputes, fires, explosions, floods, breakdown of or damage to plants, equipment or facilities, changes in generation requirements at University's coal-burning facilities, accidents of navigation, interruptions to transportation, embargoes, orders or acts of civil or military authority, or other causes of a similar or dissimilar nature which wholly or partly prevent the mining, delivering and/or loading of the coal by Contractor, or the receiving, transporting and/or delivering the coal by the carrier of the coal, or accepting, utilizing and/or unloading of the coal by University.

Any deficiencies in the amount of coal deliveries or utilized hereunder caused by force majeure shall not be made up except by mutual consent.

2. Notice of Complete or Partial Force Majeure

If, by reason of a force majeure, University or Contractor is unable, wholly or partially, to carry out any of its obligations under the contract, and if the party suffering the force majeure promptly gives the other party hereto reasonable notice of such force majeure, the obligations, except for claims in dispute and payments due and owing, of the party giving such notice shall be suspended (or reduced to the extent made necessary by such force majeure) during the continuance of such force majeure or its effects. The disabling effects of such force majeure shall be eliminated by the party claiming the force majeure as soon as and to the extent reasonably practicable. The party claiming the force majeure shall give prompt written notice to the other party of the termination of such force majeure.

3. Labor Disputes

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockout or other labor disputes by the party involved contrary to its wishes. The manner in which all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

4. Adjustment of Deliveries

Should Contractor experience a partial force majeure, Contractor will prorate shipments to University by an amount that reflects the effect of the partial force majeure on its ability to mine, prepare, process or load the coal. In the event of Contractor's force majeure, Contractor shall deliver to University at least a pro rata share of Contractor's total production. Contractor shall give no preference to other purchasers, which Contractor does not also give to University, that provides for shipments of quantities greater than other purchasers percentage of the Contractor's non force majeure production.

5. Coal Sales During Force Majeure

Contractor shall be permitted to sell production normally intended for University to others during periods of force majeure claimed by University.

6. Coal Purchases During Force Majeure

During periods of force majeure by Contractor, University shall be permitted to purchase coal from others to replace such shipment deficits.

7. Termination Due to Extended Force Majeure

University or Contractor may terminate the contract by providing sixty (60) days written notice at the end of four (4) consecutive months of force majeure, either total or partial.

XI. RECORDS AND AUDITS

1. Records and Audits

Contractor shall maintain appropriate goods and records which are to be available at all reasonable times for inspection, audit and review by University. University shall also at all reasonable times have the right to inspect the mine, preparation facilities, loading facilities and related facilities of Contractor utilized for production of coal under the contract. In connection with this Section XII.1, University may utilize its own personnel or outside representatives, including outside consultants and accountants.

XII. TERMINATION OF CONTRACT

1. Termination Due to Unacceptable Coal Quality

If, pursuant to Section VIII.2, coal deliveries are suspended by University and Contractor is unable to furnish evidence satisfactory to University that future coal deliveries will comply with specifications in accordance with Section VIII.1 within a three (3) month period, University may terminate the contract at the end of such three (3) months period by giving written notice to Contractor.

Notwithstanding any other provision of the contract, University may terminate the contract in the event that governmental or environmental laws or agencies impose restrictions on the University and/or the University's coal-burning facility which would prevent University from burning (in University's sole opinion) the coal specified to be supplied by Contractor hereunder at the University's coal-burning facilities. University will provide Contractor a minimum of sixty (60) days written notice prior to termination due to governmental or environmental regulations, and the termination will be effective on the date governmental or environmental laws become applicable to University's coal-burning facility, with allowance for the period necessary for University to utilize existing inventory of the coal specified to be supplied by Contractor hereunder.

2. Evaluation of Coal for Use at University's Coal-Burning Facilities

University will conduct and evaluate tests to determine whether the use of Contractor's coal in University's coal-burning facility at Rolla, Missouri, results in adequate boiler performance and environmental compliance. In the event such tests demonstrate, prior to 90 days after shipments commence, in University's sole judgment, that the use of Contractor's coal in University's coal-burning facilities will not provide adequate boiler performance or environmental compliance, University may terminate the contract by giving written notice of

said termination to Contractor at least sixty (60) days prior to such termination. University will utilize “best efforts” to expedite testing and inform Contractor of the results of such tests.

XIII. BILLING, and PAYMENT

1. Invoices and Payment

Invoices of coal delivered shall be submitted to:

Missouri University of Science and Technology
G5C Campus Support Facility
1201 N. State Street
Attn: Accounts Payable
1201 N. State Street
Rolla, MO 65409-0070

Payment will be Net 30 after receipt of shipment and invoice.

BID FORM

(Name of firm or individual bidding)

REQUEST FOR BIDS TO DELIVER AND FURNISH
BITUMINOUS COAL AND RELATED ASH DISPOSAL
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY
RFB # 8287SRP
OPENING DATE: APRIL 10, 2009
TIME: 2:00 PM, CENTRAL TIME

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request For Bid issued by the University of Missouri.

BID PRICES FOR DELIVERY OF COAL TO THE COAL-BURNING FACILITIES AT ROLLA, MISSOURI AS OF JULY 1, 2009 AT A SPECIFIED AND GUARANTEED AS-RECEIVED Btu/LB QUALITY:

Coal Supply Bid
Stoker

Annual Quantity Bid (Tons) _____
(Guaranteed as received Btu/lb) _____
(Guaranteed as received % ash) _____
(Guaranteed as received % sulfur) _____
(Guaranteed as received % moisture) _____

FOB Mine Price:
\$/Ton _____
\$/MM Btu _____

Freight Rate to Rolla:
Truck (\$/ton) – Fixed costs _____
Truck (\$/ton) – All other transportation Costs _____
Freight Rate to Rolla, Missouri _____
Truck (\$/MM Btu) _____

Rail/Barge (\$/ton) – Fixed costs _____
Rail/Barge (\$/ton) – All other transportation costs _____
Freight Rate to Rolla, Missouri _____
Rail/Barge (\$/MM Btu) _____

Price FOB Plant:
\$/Ton _____
\$/MM Btu _____

Ash* Disposal Costs:
Freight Rate** _____
Disposal Cost _____
07/01/2009 to 06/30/2010 _____
07/01/2010 to 06/30/2011 _____

* Stoker Ash only.

** Ash disposal freight rates will be adjusted by the method used to adjust coal transportation costs as per Section IX of this document.

A. Contractor represents and warrants that the quality for each shipment of coal shipped hereunder will conform to the following specifications on an as-received basis. Contractor shall indicate in the spaces provided below the guaranteed quality of the coal he proposes to furnish.

	Minimum Quality Per Shipment	Guaranteed Quality For Shipment
Calorific Value, greater than (Btu/lb)	10,700	_____
Total Moisture, less than (wt. percent)	*	_____
Ash, Rolla, less than (wt. percent)	11.0	_____
Greater than (wt. percent)	5.5	_____
Percent Sulfer, by weight, less than	3.5	_____
Volatile Matter, greater than (wt. percent)	30	_____
Hardgrove Grindability Index (HGI) less than	60	_____
Free Swelling Index, less than	5	_____
Ash softening Temperature, (Reducing), (H=W)		
Greater than (Deg. F)	2000	_____
Size consist (weight percent)**		
Greater than 1-1/4"	0-5	_____
Less than 1-1/4" and greater than 3/4"	35-60	_____
Less than 3/4" and greater than 1/4"	35-60	_____
Less than 1/4"	0-15	_____
Total chlorine, less than	400 ppm(0.04% by wt)	_____
Total mercury, less than	0.085 ppm	_____
Total fluorine, less than	100 ppm (0.0100% by wt)	_____

*Surface moisture less than 4.5% by weight. Moisture must be low enough for coal to be free flowing.

** Based on square mesh screens.

B. The information contained herein is true and correct to the best of my knowledge. By signing below, I agree that all specifications, terms and conditions are met or exceeded.

AUTHORIZED BIDDER REPRESENTATION

Number of calendar days delivery after receipt of order	Payment Terms
Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ___yes ___no	

<p>WBE/MBE Reporting Purposes Only: Minority Business Type (Optional) (A minority business is defined as an organization in which 51% of the ownership interest, stock, or otherwise, is owned by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment of minority persons.) Check the appropriate box. ___ African-American ___ Hispanic / Latino ___ Asian Pacific ___ Native American ___ Asian Indian ___ Other (please specify) _____</p>	Missouri Firm? ___ Yes ___ No
	Woman Owned Business? ___ Yes ___ No
	Can you provide Second-Tier Reporting? ___ Yes ___ No

This signature sheet must be returned with your bid.

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: _____. If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule.)

Item	Amount of Purchaser	Percent Your Contract	Completed
------	------------------------	--------------------------	-----------

3. General Type of product sold or manufactured:

4. There has been no default in any contract completed or uncompleted except as noted below:

- (a) Number of contracts on which default was made: _____
(b) Description of defaulted contracts and reason therefor:

5. Mine Data for the _____ Mine
Name of producer/owner

Address _____

Mine location:

Town _____ County _____ State _____

Seam or seams mined _____

Union affiliation of mine _____

Date current contract expires _____

Proven owned or leased uncommitted reserves remaining. _____ tons

If space is required to list data for additional mines, include an insert following this page.
If supplier listed is not the producer/owner explain relationship.

If the relationship is producer-broker or producer-sales agent, or similar, can broker or sales agent furnish a binding producer-broker statement stating that broker has been authorized to offer for sale the coal as produced by the producer, if requested? Yes _____ No _____

6. Coal Quantity at the _____ Mine (List for each mine)

Average daily production rate
of clean coal (2008) _____

Tons per man per day (2008) _____

Stoker Coal

Annual clean coal output in 2008 _____

2007 _____

2006 _____

Quantity of stoker coal currently available for sale _____

Indicate for what period:

Monthly _____ Quarterly _____ Annually _____

If space is required to list data for additional mines, include an insert following this page.

7. Preparation at the _____ Mine (List for each mine)

Describe preparation facilities

Describe any blending _____

If supplier intends to blend in performing obligations under the Contract, state maximum weight percent of blend (coal other than from _____ mine) which will be included in a shipment.

Indicate capability to remove stoker coal or other size fractions.

Disposition of fines when producing stoker coal? _____

If space is required to list data for additional mines, include an insert following this page.

8. Sampling at the _____ Mine (List for each mine)

List brand and type of automatic sampler used _____

Location of automatic sampler in load out sequence _____

Is all shipped coal sampled? Yes _____ No _____

Date of most recent bias test of automatic sampler? _____

Name the closest independent testing laboratory who performs coal analysis. _____

Will independent testing laboratory pick up samples on date of sampling? Yes _____ No _____

Describe how samples are handled and processed from time taken until analyzed. _____

9. Shipping at the _____ Mine

Truck:

Do truck load out facilities exist at mine? If yes, describe. _____

Do truck weighing facilities exist? If yes, describe. _____

Is coal loaded into trucks sampled by automatic sampler? If no, then how is truck coal sampled? _____

Shipping Information:

Do you have capability to telecopy car numbers and weights of each shipment? Yes _____ No _____

If space is required to list data for additional mines, include an insert following this page.

10. Coal Quality Guarantees and Coal and Ash Characteristics for the _____ Mine. If a blended product is being shipped (i.e., quality characteristics from multiple seams and/or mines are being blended), provide quality characteristics for the final product:

a. State Guaranteed Coal Quality Levels

Btu/lb. as Received _____ Moisture (%) _____

Ash (%) as Received _____ Sulfur (%) as Received _____

11. Range of Coal and Ash Characteristics:

Proximate Analysis (percent by weight) per ASTM Std. D 3172

<u>As Received:</u>	<u>Average</u>	<u>Range Min. Max.</u>	<u>Number of Samples</u>
Moisture	_____	_____	_____
Ash	_____	_____	_____
Volatile	_____	_____	_____
Fixed Carbon	_____	_____	_____
Total	_____	_____	_____
HHV (Btu/lb)	_____	_____	_____
ASTM Std. D 2015	_____	_____	_____
Sulfur (% by weight)	_____	_____	_____
ASTM Std. D 3177	_____	_____	_____
<u>Dry:</u>			
Ash	_____	_____	_____
Volatile	_____	_____	_____
Fixed Carbon	_____	_____	_____
Total	_____	_____	_____
HHV (Btu/lb)	_____	_____	_____
ASTM Std. D 2015	_____	_____	_____
Sulfur (% by weight)	_____	_____	_____
ASTM Std. D 3177	_____	_____	_____

Ultimate Analysis (% by weight) per ASTM Std. D 3176

<u>As Received:</u>	<u>Average</u>	<u>Range Min. Max.</u>	<u>Number of Samples</u>
Moisture	_____	_____	_____
Carbon	_____	_____	_____
Hydrogen	_____	_____	_____
Nitrogen	_____	_____	_____
Chlorine	_____	_____	_____

Sulfur	_____	_____	_____
Ash	_____	_____	_____
Oxygen	_____	_____	_____
Total	_____	_____	_____

<u>Dry:</u>	<u>Average</u>	<u>Range</u> <u>Min. Max.</u>	<u>Number of</u> <u>Samples</u>
Carbon	_____	_____	_____
Hydrogen	_____	_____	_____
Nitrogen	_____	_____	_____
Chlorine	_____	_____	_____
Sulfur	_____	_____	_____
Ash	_____	_____	_____
Oxygen	_____	_____	_____
Total	_____	_____	_____

Sulfur Forms (% by weight) per ASTM Std. D 2492

<u>As Received:</u>	<u>Average</u>	<u>Range</u> <u>Min. Max.</u>	<u>Number of</u> <u>Samples</u>
Pyritic Sulfur	_____	_____	_____
Sulfate Sulfur	_____	_____	_____
Organic Sulfur	_____	_____	_____
Total Sulfur	_____	_____	_____

<u>Dry:</u>	<u>Average</u>	<u>Range</u> <u>Min. Max.</u>	<u>Number of</u> <u>Samples</u>
Pyritic Sulfur	_____	_____	_____
Sulfate Sulfur	_____	_____	_____
Organic Sulfur	_____	_____	_____
Total Sulfur	_____	_____	_____
Bulk Density a normal sizing (lb/cu ft)	_____	_____	_____
Quartz (Free)	_____	_____	_____

Grindability

Hardgrove Grindability Index	_____	_____	_____
per ASTM Std. D 409	_____	_____	_____
Fouling Factor	_____	_____	_____
Slagging Factor	_____	_____	_____

Mineral Analysis (% by weight) per ASTM Method D 3174

	<u>Average</u>	<u>Range</u> <u>Min. Max.</u>	<u>Number of</u> <u>Samples</u>
Phos. Pentoxide (P ₂ O ₅)	_____	_____	_____
Silica (SiO ₂)	_____	_____	_____
Ferric Oxide (Fe ₂ O ₃)	_____	_____	_____
Alumina (Al ₂ O ₃)	_____	_____	_____
Titania	_____	_____	_____
Lime (CaO)	_____	_____	_____

Magnesia (MgO)	_____	_____	_____
Sulfur Trioxide (SO ₃)	_____	_____	_____
Potassium Oxide (K ₂ O)	_____	_____	_____
Sodium Oxide (Na ₂ O)	_____	_____	_____
Manganese Oxide (Mn ₃ O ₄)	_____	_____	_____
Strontium Oxide (SrO)	_____	_____	_____
Barium Oxide (BaO)	_____	_____	_____
undetermined	_____	_____	_____
Total	_____	_____	_____

Fusion Temperature of Ash (per ASTM D 1857) Deg. F

	<u>Average</u>	<u>Range</u> <u>Min. Max.</u>	<u>Number of</u> <u>Samples</u>
<u>Reducing:</u>			
Initial Deformation	_____	_____	_____
Softening (H=W)	_____	_____	_____
Softening (H=1/2W)	_____	_____	_____
Fluid	_____	_____	_____
<u>Oxidizing:</u>			
Initial Deformation	_____	_____	_____
Softening (H=W)	_____	_____	_____
Softening (H=1/2W)	_____	_____	_____
Fluid	_____	_____	_____
H=Cone Height			
W=Cone Width			
Silica Value	_____	_____	_____

Temperature at 250 Poise Viscosity (Deg. F)

Critical Viscosity Temperature (Deg. F)

Calculated Data:

Pounds of Ash/MM Btu	_____	_____	_____
Pounds of S/MM Btu	_____	_____	_____
Pounds of SO ₂ /MM Btu	_____	_____	_____
Ash Resistivity	_____	_____	_____
Base/Acid Ratio			
(Fe ₂ O ₃ + CaO + MgO + NaO + K ₂ O) /			
(SiO ₂ + Al ₂ O ₃ + TiO ₃)	_____	_____	_____
Iron/Calcium Ratio (Fe ₂ O ₃ /CaO)	_____	_____	_____
Silica/Alumina Ratio	_____	_____	_____
Total Alkalies (Na ₂ O + K ₂ O)	_____	_____	_____

Trace Mineral Analysis (Values in PPM)

	<u>Average</u>	<u>Range</u> <u>Min. Max.</u>	<u>Number of</u> <u>Samples</u>
Aluminum	_____	_____	_____
Antimony	_____	_____	_____

Arsenic	_____	_____	_____
Barium	_____	_____	_____
Beryllium	_____	_____	_____
Boron	_____	_____	_____
Cadmium	_____	_____	_____
Calcium	_____	_____	_____
Chlorine	_____	_____	_____
Chromium	_____	_____	_____
Copper	_____	_____	_____
Fluoride	_____	_____	_____
Germanium	_____	_____	_____
Iron	_____	_____	_____
Lead	_____	_____	_____
Magnesium	_____	_____	_____
Manganese	_____	_____	_____
Mercury	_____	_____	_____
Molybdenum	_____	_____	_____
Nickel	_____	_____	_____
Potassium	_____	_____	_____
Selenium	_____	_____	_____
Silver	_____	_____	_____
Sodium	_____	_____	_____
Sulfate	_____	_____	_____
Vanadium	_____	_____	_____
Zinc	_____	_____	_____

12. Past and Present Customers

List below customers of coal from mines listed above in the past three years:

Name of Customer _____

Address _____

Contact Person and Phone Number _____

Tons Sold _____ Year _____

Name of Customer _____

Address _____

Contact Person and Phone Number _____

Tons Sold _____ Year _____

Name of Customer _____

Address _____

Contact Person and Phone Number _____

Tons Sold _____ Year _____

Name of Customer _____

Address _____

Contact Person and Phone Number _____

Tons Sold _____ Year _____

Attach separate sheet if more space is needed.

13. Attach a copy of your most recent sieve analysis (size consist) for stoker products using the wet screen method below 3/8" for each mine listed above. As a minimum, the weight percent of the plus 1-1/4", 1-1/4" x 3/4", 3/4" x 1/2", 1/2" x 1/4", 1/4" x 28 mesh and minus 28 mesh size fractions (using square-hole sieves below 3/8" per ASTM standards D 431 and E 11) should be shown. If screen analysis are not available, would you be willing to have test performed, if requested? Yes_____ No_____

14. Ash Disposal

Is supplier currently disposing of ash material? Yes_____ No_____

For how many years has supplier disposed of plant ash? _____

Will supplier utilize

- _____ Supplier's existing site
- _____ Supplier's new (proposed) site
- _____ Third party existing site
- _____ Third party new (proposed) site

For existing sites, provide name, location, operator, capacity, and permit number of site.

Date site was originally placed in operation. _____ For existing sites, describe conditioning, handling, and transportation of ash.

For proposed sites, provide name, location, operator, capacity and permit status of site.

Date site expected to be in operation. _____

For proposed sites, describe conditioning, handling and transportation of ash. _____

- 15. Information furnished will be reviewed by University personnel, as well as University attorneys with the stipulation that the information and data herein is to be used in the University's best interests.
- 16. Your permission to contact and check with references and customers listed in numbers 5, 6, and 12 is hereby granted by your signature and return of this Form with any attachments.
- 17. The information contained herein is true and correct to the best of my knowledge.

Name of Organization _____

Signed _____

Title _____

Date Submitted _____

ASTM STANDARD PRACTICES AND TEST METHODS MACT RULES

SAMPLING	ASTM D2234- D2234M	Standard Practice for Collection of a Gross Sample of Coal
SAMPLE PREPARATION	ASTM D2013	Standard Practice for Preparing Coal Samples for Analysis
ANALYSIS PARAMETERS		
Total Moisture	ASTM D3302	Standard Test Method for Total Moisture in Coal
Residual Moisture	ASTM D3173	Standard Test Method for Moisture in the Analysis Sample of Coal and Coke
Ash	ASTM D3174	Standard Test Method for Ash in the Analysis Sample of Coal and Coke from Coal
Sulfur	ASTM D4239B	Standard Test Methods for Sulfur in the Analysis Sample of Coal and Coke Using High-Temperature Tube Furnace Combustion Methods
Gross Calorific Value (BTU)	ASTM D5865	Standard Test Method for Gross Calorific Value of Coal and Coke
<u>CHLORINE</u>	ASTM D2361	Standard Test Method for Chlorine in Coal
SELECTED METALS		
Arsenic, Beryllium, Cadmium, Chromium, Lead, Manganese, Nickel	ASTM D6357	Standard Test Methods for Determination of Trace Elements in Coal, Coke, and Combustion Residues from Coal Utilization Processes by Inductively Coupled Plasma Atomic Emission Spectrometry, Inductively Coupled Plasma Mass Spectrometry, and Graphite Furnace Atomic Absorption Spectrometry
Selenium	ASTM D4606	Standard Test Method for Determination of Arsenic and Selenium in Coal by the Hydride Generation/Atomic Absorption Method - Modified to Hydride Generation/Inductively Coupled Plasma - Atomic Emission Spectrometry
Mercury	ASTM D3684 ASTM D6722	Standard Test Method for Total Mercury in Coal by the Oxygen Bomb Combustion/Atomic Absorption Method Standard Test Method for Total Mercury in Coal and Coal Combustion Residues by Direct Combustion Analysis