

# Coal, Anthracite and Bituminous - Overview

## MARKET DESCRIPTION

- This contract covers the Commonwealth's requirements for Anthracite and Bituminous Coal
- Coal must conform to the specifications outlined in PCID 1069
- Coal is tested by an independent laboratory according to ASTM standards
- Vendors are allowed to contest lab test results.
- BTU value adjustments are also allowed between the minimum required BTU's and the actual BTU dry values received as calculated through lab testing.

## PRICING HIGHLIGHTS

- This is a multiple award contract.
- Vendors may request price changes if legislation or government policy significantly increase their cost of doing business. These types of changes must be approved the DGS Chief Procurement Officer.
- Transportation prices also may be adjusted from October through March if unusual conditions occur in the diesel fuel market. These adjustments will be based on the OPIS price index.
- Current pricing information can be found at [9110-05 Coal](#)

## CONTRACT INFO

Contract	9110-05
Suppliers	See Slide 2
Validity Dates	07/01/2004 – 06/30/2006
Commodity Specialist	Greg Knerr
Contact Information	Tel: (717) 7032935 gknerr@state.pa.us

✓ All using agencies may issue purchase orders against this contract

✓ Contract is within Procurement at <http://www.dgs.state.pa.us/>

## PARTICIPATION PROCESS

- The Contracts for RFI Energy and Jeddo Coal have been renewed to 6/30/2007. All other items will be put out for bid.
- Please consult the contract to determine which vendors allow COSTARS participation
- Reference Commonwealth contract 9110-05





## SPECIAL CONTRACT TERMS AND CONDITIONS

**CONTRACT SCOPE/OVERVIEW:** This contract will cover the requirements of Commonwealth agencies for anthracite coal at the listed facility.

**ORDER OF PRECEDENCE:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

**TERM OF CONTRACT:** The Contract shall commence on the Effective Date which shall be no earlier than July 1, 2005 and expire on June 30, 2006.

**OPTION TO EXTEND:** The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

**OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:** The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

### **SECURITY:**

Bidders are not required to submit a bid security with their bids. The awarded bidder(S) must, however, within ten (10) days after notification, submit performance security in the amount of Ten percent (10%) of the total dollar amount of the items awarded to the bidder. Performance security must be in the form of a specific performance bond, an annual bid and performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania." All performance security shall be conditioned for faithful performance of the contract or purchase order(s). Failure to provide performance security within ten (10) days after notification may result in award to another bidder, and the bidder, who did not supply the performance security, shall be responsible for any increase in cost.

Where the contractor does not comply with the contract, purchase order(s), or bid obligations, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, sue the bidder or its surety for the damages it has suffered for any breach of contract, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages. Checks deposited with the Commonwealth as a prerequisite to competitive bidding shall be placed in authorized state depositories by the Treasury Department as required by the Fiscal Code, 72 P.S. Section 301. Checks shall be returned to contractors upon completion of the performance of their obligations under the contract or purchase order(s). If an irrevocable letter of credit, certificate of deposit, or escrow account is submitted, the document must require the financial institution to pay to the Commonwealth, upon written notice, the amount demanded by the Commonwealth up to the amount of the irrevocable letter of credit, escrow account, or certificate of deposit.

**SPECIFICATIONS:** The selected contractor (s) is required to furnish coal in accordance with the attached current Pennsylvania PCID 1069, dated May 10, 2005.

The Commonwealth will not update this PCID during the contract period but may update the PCID for contract renewals. By agreeing to contract renewals, contractors also agree to the updated version of the PCID.

The current version of the PCID is also available on the DGS website, [www.dgs.state.pa.us](http://www.dgs.state.pa.us).

**COAL SAMPLE AND TESTING:**

- a. Agencies will take and submit samples following the current Management Directive 620.1 Coal Sampling and Reporting, dated February 6, 2002 and Revision No. 2, dated May 28, 2002. The Management Directive is available upon request.
- b. Coal Testing conducted by an independent laboratory as outlined in Contract 4600003761, Coal Testing.
- c. Analysis of coal samples done in accordance with the methods of the American Society for Testing and Materials (ASTM), unless otherwise noted.
- d. The Quality Assurance Division, Bureau of Purchases, shall interpret the test results. Their conclusions are final and binding on the parties hereto.
- e. If a submitted sample fails to meet the specification, excluding the moisture requirement, the failure is recorded against the contractor for the specific facility affected. As a test program, a failure for oversize and undersize will only be issued when the sum of the oversize and undersize percentages exceeds 45%.
- f. The Commonwealth retains the right to terminate the contractor's contract or portion of the contract at any time after the third failure to meet the coal specification for a specific facility, except in a case where such cancellation is not in the best interest of the Commonwealth. In the case of ash and sulfur, termination may occur after the second failure.
- g. If the coal fails to work efficiently with the fuel burning equipment and/or the load conditions at the facility, even though the coal meets the specification, the Commonwealth reserves the right to cancel the contract for that facility. An Engineering appraisal must substantiate such a cancellation.

**INVOICES:** The invoice for each shipment shall identify the operator(s) of the breaker and/or mine and the permit number(s) for the breaker and/or mine. Contractors will invoice based on the valid weigh masters certificate or the net weight from the check weigh location, whichever is less.

**CONTRACTOR CHALLENGE:** Contractors may initiate a challenge for the samples that fail to meet the minimum requirements only. If the contractor does not agree with the test results from the Commonwealth's testing laboratory, the contractor must notify DGS, Quality Assurance Division in writing within five (5) business days by fax or e-mail. The contractor and the Commonwealth will mutually agree on the independent laboratory to conduct the test on the fourth portion of the sample. The facility will ship the fourth sample to the laboratory. The laboratory test must consist of an initial test as defined in Management Directive 620.1. The results from the independent laboratory are binding. Cost of the testing is the responsibility of the contractor. The facility will retain the fourth portion of a sample for 60 days. After 60 days, the facility can discard the sample.

**PRICE CHANGE:**

a. If, as a result of legislation, rule-making, rate-making, or any related act of a legislative or regulatory body subsequent to bid opening, the Contractor's cost of supplying coal increases, the Contractor may request a change in price by furnishing the Director, Bureau of Purchases, with sufficient documentation showing the direct effect on the Contractor's cost. Price adjustments for the aforementioned reasons will not occur more than once a month after the opening date.

No adjustment in price is effective until approved by the Director, Bureau of Purchases. If an increase is unacceptable to the Commonwealth, the item(s) will be removed from the Contractor's contract/FPO.

b. Between the months of October through March, the Department of General Services shall review the cost for transportation on a monthly basis. An adjustment will be made when the market average changes more than 10% above the base price.

The base price for diesel fuel is calculated as follows, using the Oil Price Information Service (OPIS) PADD 1 Report:

$$\text{Base Price (cts/gal LS-No2)} = (\text{Harrisburg Avg} + \text{Philadelphia Avg} + \text{Pittsburgh Avg})/3$$

The established base price for LS-No2 diesel fuel is \$1.5215 as calculated by using the OPIS report, dated May 16, 2005. The market average of diesel fuel prices uses the same calculation and is determined on the first Thursday of each month and becomes effective on the following Tuesday. The change is calculated by comparing the monthly market average with the base price. For every \$.05 change in the diesel fuel price, the contractor's transportation portion of the total delivered price is adjusted by 1%. If the monthly figure is greater than the base, an upward price change is issued. If the monthly figure is less than the base, a downward price is issued. The transportation price shall not decrease below the original awarded price. A change notice to the contract shall be issued to incorporate the price change.

### **DELIVERIES.**

- a. Deliveries shall be F.O.B. Using Agency location. Delivery schedules are set by each facility as instructed on their purchase order.
- b. Contractors are strongly encouraged to inspect the unloading and storage facilities at the various using agency locations to determine the unloading equipment requirements. It is each contractor's responsibility to verify delivery location requirements.
- c. If it is determined that a vehicle owned or leased by the Contractor was operated on a public highway carrying a weight in excess of the registered gross or axle weight limits established in Chapter 49, of the Motor Vehicle Code, the Commonwealth is not liable for payment for the amount of material equal to the excess over the registered gross and/or axle weight limits. The Contractor may elect to deliver the excess material to the Using Agency without charge or to retain the material in the vehicle.
- d. The truck must use a waterproof cover to protect the coal.
- e. No fraternization allowed with prison inmates at any time. Truck driver must remain with vehicle at all times.
- f. Drain trucks of water prior to deliveries.
- g. The coal shipment free of any foreign material.
- h. Two Weigh Slips must accompany each delivery (one from source and one from check weigh location). If the weigh scales are computerized provide the facility with the computerized weigh slips.
- i. If, at the time of delivery, the facility representative finds the aforementioned delivery requirements or other contract requirements are not met, the representative may refuse the shipment.

### **WEIGHTS.**

- a. If available, the contractor will utilize on-site scales for check weighing. For facilities not equipped with on-site scales, the contractor is responsible to check weigh deliveries at an independent scale location not to exceed a 25 mile radius from the facility. The Commonwealth reserves the right to have truck deliveries check-weighed on a "SPOT CHECK" basis.

NOTE: The contractor is responsible for all check-weigh fees.

- b. The Weigh Master Certificate must conform to the requirements of Pennsylvania Code Title 70. The Commonwealth reserves the right to determine a source's weighing capability. Scales must have current certificate from the Department of Agriculture showing the scale is within acceptable tolerances.
- c. Contractors, delivering coal to locations with requirements for less than 3 tons, may request an exemption from the requirement that an unaltered mine or colliery weigh master certificate accompany each load.
- d. The Commonwealth reserves the right to supervise the weighing of each and every load of coal at the point of origin.
- e. Water Allowance for Anthracite Coal – The weigh master certificate shall also show a water allowance, calculated using the percentages shown in Table I. The water allowance round off to the nearest 100 pounds.

TABLE I

<u>SIZE</u>	<u>WATER ALLOWANCE</u> (% of net weight)
Egg 2-7/16" x 3- 1/4"	0.75%
Stove 1-5/8"x 2-7/16"	1.00%
Chestnut 13/16" x 1-5/8"	1.50%
Pea 9/16 x 13/16	2.00%
Buckwheat No. 1 5/16" x 9/16"	3.00%
Buckwheat No. 2 (Rice) 3/16" x 5/16"	4.00%
Buckwheat No. 3 (Barley) 3/32" x 3/16"	5.00%
Buckwheat No. 4 3/64" x 3/32"	6.00%

An example of how the water allowance is computed is given below:

	<u>Colliery Weight</u> <u>Slip</u>	<u>Institution Check-</u> <u>Weight Slip</u>
Gross Weight	62,500	62,300
Tare Weight	<u>-21,300</u>	<u>-21,000</u>
Net Weight	41,200	41,300
Water Allowance (5% of Net)	<u>-2,100(*)</u>	
Adjusted Net Weight	39,100	

(\*) The calculated water allowance of 2,060 pounds was rounded off to the nearest 100 pounds, as allowed.

NOTE: As the example shows, weights are not the same. Payment is made on the lower weight, whether it is the colliery adjusted net weight or the institution net weight.

**CERTIFICATION.** The Contractor must provide certification for each truckload. If certification is not present at time of delivery, facility shall refuse acceptance of shipment. The owner or operator shall supply one of the following at time of delivery:

- a. A fuel analysis of the Btu value, moisture, ash, and sulfur content (% by weight), conducted on a representative sample of each shipment received.
- b. Written certification from the supplier, signed by a responsible official, that certifies the aforementioned fuel characteristics for each shipment delivered to the facility.

Note: The Contractor should conduct coal sampling and analysis with sufficient frequency to assure that the coal supplied meets the Commonwealth's specifications.

**OPTION TO RENEW:** The contract(s) or any part of the contract(s) may be renewed for four (4) additional one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the contract(s) is/are renewed, the same terms and conditions shall apply and a new performance bond or a rider supplementing the original bond will be required for the extended period.

It is recognized by the Commonwealth that changes may occur relative to the industry and material costs. For the contract renewal period, the Commonwealth shall adjust the coal prices based upon the March 2005 Producer Price Index for Coal, Series ID WPU051. To calculate the adjustment, divide the current Producer Price Index for these Commodity Codes, from the respective bases of March 2004 to arrive at a multiplier. A multiplier of 1 + will result in an increase in prices; a multiplier of less than 1 will result in a decrease in coal prices. If renewed, the Commonwealth shall issue a Contract Change Notice at the beginning of the contract renewal period stating the adjusted contract prices. The selected indexes are not seasonally adjusted. The Producer Price Index (PPI) is available on the Bureau of Labor Statistics, U.S. Department of Labor current website [www.bls.gov/ppi/](http://www.bls.gov/ppi/)

**INQUIRIES:** Direct all questions concerning this Invitation to Bid to:

Jack Banks  
Bureau of Purchases  
414 North Office Building  
Harrisburg, PA 17125  
(717) 787-6586  
E-mail: [jbanks@state.pa.us](mailto:jbanks@state.pa.us)





**COMMONWEALTH OF PENNSYLVANIA**  
**PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)**

**PCID NO. 1069 COAL, ANTHRACITE AND BITUMINOUS**

Eff. 5/10/05

(Supersedes PCID 1069 eff. April 18, 2005)

This Pennsylvania Commercial Item Description covers requirements for Anthracite and Bituminous Coal for use at Commonwealth of Pennsylvania owned/operated facilities. Product shall conform to the following requirements unless otherwise specified in the Bid Proposal.

**1.0 Classification** – The coal covered by this specification shall be the of the following types:

- Type 1 – Anthracite
- Type 2 – Free-Burning Anthracite
- Type 3 – Bituminous

**2.0 General Requirements**

**2.1** Anthracite, Free-Burning Anthracite and Bituminous coal delivered in accordance with this specification shall be defined by the following criteria:

	<b>Fixed Carbon, %</b>	<b>Volatile Matter, %</b>	<b>Ash Softening Temperature</b>
Anthracite	92% - 98%	2% - 8%	2,650 minimum
Free-Burning Anthracite	86% minimum	8% - 14%	2,650 minimum
Bituminous	50% - 75%	15% - 38%	2,500 minimum

**2.2** In accordance with Act No. 28 of April 9, 1990, all coal purchased for heating systems and units installed in facilities after June 8, 1990 shall be produced from mines in Pennsylvania.

**3.0 Detailed Requirements Anthracite** and Bituminous coal shall meet the criteria on attached Tables. Anthracite Coal Requirements and Bituminous Coal Requirements.

Procurement Quality Specialist:  
Gerald J. Grecek

Quality Assurance Supervisor  
Tom DiMartile

Quality Assurance Manager:  
Paul Wolf

## ANTHRACITE COAL REQUIREMENTS

Facility	Size thru	Retained on	Over size Max	Under size Max	Btu/lb Min dry basis	Sulfur Max As Determined	Ash Max dry basis	Moisture Max	AST Min	Volatiles Max dry basis
Danville S.H.	9/16	5/16	25%	15%	12,700	Btu/4,875	Btu/1000	6.0%		8%
White Haven Center	3/16	3/32	25%	20%	12,600	Btu/4,875	Btu/1000	7.0%		8%
Clarks Summit S.H	5/16	3/16	25%	20%	12,650	Btu/4,875	Btu/1000	6.0%		8%
Wernerville S.H.	3/16	3/32	25%	20%	12,600	Btu/4,875	Btu/1000	7.0%		8%
Allentown S.H.	5/16	3/16	25%	17%	12,700	Btu/6,500	Btu/1000	6.0%		8%
Hamburg Center	5/16	3/16	25%	17%	12,700	0.75%	Btu/1000	6.0%		8%
Bloomsburg University	5/16	3/16	25%	17%	12,700	Btu/4,875	Btu/1000	6.0%		8%
Bloomsburg University	3/16	3/32	25%	20%	12,600	Btu/4,875	Btu/1000	7.0%		8%
West Chester University	9/16	5/16	25%	15%	12,700	0.70%	12.00%	6.0%		8%
Kutztown University	3/16	3/32	25%	20%	12,600	Btu/4,875	Btu/1000	7.0%		8%
Shippensburg University	9/16	5/16	25%	15%	12,700	Btu/4,875	Btu/1000	7.0%		8%
Shippensburg University	3/16	3/32	25%	20%	12,600	Btu/4,875	Btu/1000	7.0%		8%
SCI-Waymart	5/16	3/16	25%	17%	12,650	Btu/4,875	Btu/1000	6.0%		8%
Farm Show Complex	3/16	3/32	25%	20%	12,600	Btu/4,875	Btu/1000	7.0%		8%
SCI-Muncy	13/16	9/16	10%	10%	12,800	1.25%	10.50%	4.0%	2,800	8%
SCI-Camp Hill	3/16	3/32	25%	20%	12,600	Btu/4,875	Btu/1000	7.0%		8%
SCI-Graterford	5/16	3/16	25%	17%	12,650	Btu/16,250	Btu/1000	6.0%		8%
SCI-Graterford	3/16	3/32	25%	20%	12,600	Btu/16,250	Btu/1000	7.0%		8%
SCI-Dallas	5/16	3/16	25%	17%	12,700	Btu/4,875	Btu/1000	6.0%		8%

Facility	Size thru	Retained on	Over size Max	Under size Max	Btu/lb Min dry basis	Sulfur Max As Determined	Ash Max dry basis	Moisture Max	AST Min	Volatiles Max dry basis
Elizabethtown Training Academy	3/16	3/32	25%	20%	12,600	Btu/4,875	Btu/1000	7.0%		8%
Scranton School for the Deaf	9/16	5/16	25%	15%	12,700	Btu/4,875	Btu/1000	6.0%		8%

## BITUMINOUS COAL REQUIREMENTS

Facility	Size Thru	Retained on	Undersize max (See Note Below)	Btu/lb Min dry basis	Sulfur Max As Determined	Ash max dry basis	Free Swelling Index max	Grind max	Moisture max	AST min	Volatiles dry basis
Polk Center	1-1/2	3/4	20%	13,400	Btu/5,865	11.00%	5.5		5.0%		
Selinsgrove Center	1 1/4	0	65% of coal shall be 3/8 x 0	13,000	Btu/4,750	11.00%	5.5		10.0%		25% Max
SCI-Laurel Highlands	1-1/2	3/4	20%	13,400	Btu/4,750	11.00%			5.0%		22% Min
Torrance S.H.	1-1/2	3/4	20%	13,400	Btu/4,750	11.00%			5.0%		
Slippery Rock University	3/4	3/16	20%	13,400	2.25%	11.00%	5.5		5.0%		22% Min
SCI-Huntingdon	1-1/2	3/4	20%	13,400	Btu/4,750	11.00%			5.0%		22% Min
SCI-Smithfield	1-1/2	3/4	15%	13,400	1.50%	11.00%	5	60	5.0%	2,550	35% Min
SCI-Pittsburgh	3/4	3/16	15%	13,200	0.72%	11.00%		55	5.0%		35% Min
SCI-Rockview	1-1/2	3/4	20%	13,400	Btu/4,750	11.00%			5.0%	2,650	22% Min
SCI-Houtzdale	3/4	3/16	20%	13,400	1.00 %	11.00%		80-100	5.0%		25% Min

Note: Sizing determined, as needed, utilizing field sizing equipment, at the facility.



All using Agencies of the Commonwealth, Political Subdivision,  
Authorities, Private Colleges and Universities

REPRINT Page 1 / 1  
**Contract Number: 4600008712**  
**Creation Date: 07/18/2005**

Purchasing Agent:  
 Name: Jack Banks  
 Phone: 717-787-6586  
 Fax: 717-783-6241  
 E-mail: jbanks@state.pa.us  
 Valid from/to: 07/01/2005 - 06/30/2006

Your vendor number with us: 118626

Vendor Name/Address:  
 READING ANTHRACITE CO  
 200 MAHANTONGO ST  
 POTTSVILLE PA 17901-3095

Please Deliver To:  
  
 \*\*\* TBD AT TIME OF PURCHASE ORDER \*\*\*  
  
 \*\*\* UNLESS SPECIFIED BELOW \*\*\*

Your Quotation: \_\_\_\_\_ Date: \_\_\_\_\_  
 Collective No.: CN00015433  
 Our Quotation: 6000080650

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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00010	Anthracite Coal, SCI Muncy 144068	0	ton	111.45	ton	0.00
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**Item text**  
 Department of Corrections  
 State Correctional Institute - Muncy, Route 405, Muncy, PA  
 8:00 AM - 3:00 PM, Monday thru Friday, excluding State holidays.  
 Note: Deliveries shall be unoladed directly from slide gate on truck trailer tailgate into hopper at same rate coal conveyor operates (25 tons/hour). Contractor must comply with institution delivery schedule and security regulations. Driver is required to lock truck cab when cab is unattended. All deliveries weighed, both gross & tare. Weigh scale is available on-site. It is located inside perimeter fence near boiler plant.

-----SUPPLEMENTAL INFORMATION-----

**Header text**  
 POC: Jeff Gliem, (570) 622-5150

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD  
  
999,999.00  
 \*\*\*ESTIMATED VALUE\*\*\*



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 Authorities, Private Colleges and Universities

REPRINT Page 1 / 1  
**Contract Number: 4600008713**  
**Creation Date: 07/18/2005**

Purchasing Agent:  
 Name: Jack Banks  
 Phone: 717-787-6586  
 Fax: 717-783-6241  
 E-mail: jbanks@state.pa.us  
 Valid from/to: 07/01/2005 - 06/30/2006

Your vendor number with us: 141365  
 Vendor Name/Address:  
 F & D COAL SALES CO INC  
 PO Box 84  
 HAZLETON PA 18201-0084  
 Vendor Fax Number: 570-455-4117

Please Deliver To:  
 \*\*\* TBD AT TIME OF PURCHASE ORDER \*\*\*  
 \*\*\* UNLESS SPECIFIED BELOW \*\*\*

Your Quotation: \_\_\_\_\_ Date: \_\_\_\_\_  
 Collective No.: CN00015433  
 Our Quotation: 6000080648

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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00010	Anthracite Coal, Farm Show 144068	0	ton	126.00	ton	0.00
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**Item text**  
 Department of Agriculture  
 Farm Show Complex, Cameron & Maclay Streets, Harrisburg PA  
 4:00 AM - 4:00 PM, Monday thru Friday, including State holidays, October thru May.

-----SUPPLEMENTAL INFORMATION-----

**Header text**  
 POC: Dominic Forte or Tom Forte, (570)455-4745

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD  
 \_\_\_\_\_  
 999,999.00  
 \*\*\*ESTIMATED VALUE\*\*\*

Contract Reference Number: 9110-05  
Collective Number: CN00014709, CN00015433,  
CN00015710  
Change Number: 1  
Change Effective Date: 10/3/2005

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All Using Agencies of the Commonwealth  
Subject: Coal, Anthracite and Bituminous Coal  
Contract Period: Effective Date of 7/01/04 and Termination of 6/30/05  
Buyer Name: Jack Banks/717-787-6586

CHANGE SUMMARY: Price Change - Transportation

In accordance with the Price Change Clause, a new transportation cost per ton has been calculated. The adjusted transportation cost reflects an eighteen percent (18%) increase to each supplier's originally awarded transportation cost due to unusual market conditions. For every \$.05 increase in diesel price, a 1% increase was applied. The established base price for this contract is 1.5215 while the current OPIS price is 2.4033. Revised item sheets are attached.

Affected Outline Agreement Number  
4600008610, 4600008712  
4600008611  
4600008612  
4600008613  
4600008614, 4600008713  
4600008873

Contractor  
Reading Anthracite Company  
River Trading Company LTD  
Zacks Coal, Inc.  
Kobin Coal Corporation  
F&D Coal Sales, Inc.  
Jeddo Coal Company

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

FACILITY	PRICE PER TON	TRANSPORT COST PER TON	TOTAL PRICE PER TON	CONTRACTOR NAME
Danville	\$108.00	\$17.70	\$125.70	F & D Coal Sales Co.
SCI Camp Hill	\$100.00	\$31.86	\$131.86	F & D Coal Sales Co.
SCI Graterford 5/16, 3/16	\$98.00	\$15.34	\$113.34	F & D Coal Sales Co.
SCI Graterford 3/16, 3/32	\$120.00	\$17.70	\$137.70	F & D Coal Sales Co.
SCI Dallas	\$97.75	\$14.16	\$111.91	F & D Coal Sales Co.
Elizabethtown TA	\$100.00	\$30.68	\$130.68	F & D Coal Sales Co.
White Haven Center	\$115.00	\$12.98	\$127.98	Kobin Coal Corp
Clarks Summit State Hospital	\$102.00	\$22.42	\$124.42	F & D Coal Sales Co.
Wernersville State Hospital	\$112.75	\$8.44	\$121.19	Reading Anthracite Company
Allentown State Hospital	\$130.00	\$18.88	\$148.88	Kobin Coal Corp
Hamburg Center	\$130.00	\$12.98	\$142.98	Kobin Coal Corp
Bloomsburg University 5/16, 3/16	\$123.15	\$7.97	\$131.12	Reading Anthracite Company



<b>FACILITY</b>	<b>PRICE PER TON</b>	<b>TRANSPORT COST PER TON</b>	<b>TOTAL PRICE PER TON</b>	<b>CONTRACTOR NAME</b>
Bloomsburg University 316, 3/32	\$103.15	\$7.97	\$111.12	Reading Anthracite Company
West Chester University	\$98.75	\$15.34	\$114.09	F&D Coal Sales
Kutztown University	\$112.00	\$9.74	\$121.74	Jeddo Coal Co.
Shippensburg University 9/16, 5/16	\$99.00	\$15.05	\$114.05	F&D Coal Sales
Shippensburg University 3/16, 3/32	\$100.00	\$31.86	\$131.86	F&D Coal Sales
SCI Waymart	\$124.00	\$23.60	\$147.60	F&D Coal Sales
Farm Show Complex	\$100.00	\$30.68	\$130.68	F&D Coal Sales
SCI Muncy	\$101.00	\$12.33	\$113.33	Reading Anthracite Company
Polk Center	\$80.03	\$7.97	\$88.00	Zacks Coal, Inc.
Slippery Rock University	\$81.15	\$5.02	\$86.17	Zacks Coal, Inc.
SCI Smithfield	\$79.50	\$31.68	\$111.18	River Trading Company LTD
SCI Rockview	\$79.50	\$32.63	\$112.13	River Trading Company LTD

ITEM NO.	PRICE PER MILLION BTU	STANDARD BTU VALUE	PRICE PER TON	TRANSPORT COST PER TON	TOTAL PRICE PER TON	CONTRACTOR NAME	Facility
220	\$3.096	13,400	\$82.97	\$9.44	\$92.41	Rawlee Fuels, Inc.	Polk Center
230	\$3.21	13,000	\$83.46	\$14.43	\$97.89	Rawlee Fuels, Inc.	Selinsgrove
240	\$3.096	13,400	\$82.97	\$11.66	\$94.63	Rawlee Fuels, Inc.	SCI Laurel Highlands
250	\$3.096	13,400	\$82.97	\$10.43	\$93.40	Rawlee Fuels, Inc.	Torrance
260	\$3.096	13,400	\$82.97	\$7.77	\$90.74	Rawlee Fuels, Inc.	Slippery Rock Univ
270	\$3.096	13,400	\$82.97	\$16.37	\$99.34	Rawlee Fuels, Inc.	SCI Huntingdon
280	\$3.096	13,400	\$82.97	\$16.37	\$99.34	Rawlee Fuels, Inc.	SCI Smithfield
300	\$3.414	13,400	\$91.50	\$17.76	\$109.26	Bradford Energy	SCI Rockview
310	\$3.8914	13,400	\$104.29	\$7.77	\$112.06	Rawlee Fuels, Inc.	SCI Houtzdale