



REQUEST FOR BIDS

Number 2 Standard Heating Oil

Bear Creek Community Charter School

Bear Creek Township

Bear Creek Foundation

ISSUE DATE:

December 5, 2012

BIDS MUST BE RECEIVED BY:

1:00 p.m.

January 3, 2013

SECTION ONE

1.0 GENERAL INFORMATION

- 1.1 This is a joint invitation to bid. Bear Creek Community Charter School, Bear Creek Township and the Bear Creek Foundation, acting through the Bear Creek Community Charter School, are seeking quotations from heating oil distributors to supply Number 2 Standard Heating Oil as outlined herein.
- 1.2 Bear Creek Community Charter School, Bear Creek Township and Bear Creek Foundation will hereinafter be referred to as the “Participants” of the “Consortium”. Respondents to the Request for Bids (“RFB”) will be referred to as “Bidders”. The Bidder to whom the contract is awarded shall be referred to as the “Contractor”.
- 1.3 Purpose: The Consortium is requesting pricing for Number 2 Standard Heating Oil based upon a fixed price, pay-as-delivered arrangement.
- 1.4 Requirement: The contract shall cover the actual needs of the Participants of the Consortium throughout the term of the contract regardless of whether volumes are more or less than the estimated quantities shown on Exhibit A – Estimated Consumption.
- 1.5 Delivery: The contract shall include delivery to the following destinations located within Bear Creek Township:

Bear Creek Community Charter School
2000 Bear Creek Boulevard
Bear Creek Township, PA 18702

Bear Creek Community Charter School
1900 Bear Creek Boulevard
Bear Creek Township, PA 18702

Bear Creek Township
Municipal Offices
3333 Bear Creek Boulevard
Bear Creek Township, PA 18702

Bear Creek Township
Community Room
3333 Bear Creek Boulevard
Bear Creek Township, PA 18702

Bear Creek Township
Municipal Garage
335 Swanson Road
Bear Creek Township, PA 18702

Bear Creek Foundation
St. Christopher Community Center
1255 Bear Creek Boulevard
Bear Creek Township, PA 18702

Deliveries will occur monthly, at minimum, and will be based on the consumption history of Participants in the Consortium.

- 1.6 Evaluation Criteria: Award will be to the lowest responsible bidder if all other requirements are met to the satisfaction of the Consortium.
- 1.7 Award: This request imposes no obligation on any of the Consortium Participants. The individual Participants in the Consortium reserve the right to reject any or all bids, in whole or in part and are not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the individual Participant in the Consortium. It is the intent of the Consortium to award this bid all to one bidder. In the event of a tie bid, the Consortium Participants will be the determiner of who is awarded the contract. It is anticipated that the award will be made to a Contractor no later than Friday, January 11, 2013.
- 1.8 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that the Consortium will be notified of any change in this status.
- 1.9 References: Bidders agree to provide Coalition Participants references (current customers) upon request.

SECTION TWO

2.0 BIDDING REQUIREMENTS

- 2.1 Bid Understanding: By submitting a bid, the Bidder agrees and assures that the destination sites have been examined and that the specifications are adequate.
- 2.2 Exceptions: Any exceptions to the Consortium's terms and conditions should be clearly noted in your response. Failure to comply may cause the bid to be rejected.
- 2.3 Cost Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 2.4 Minimum Quantities: Bids requiring minimum order quantities will not be accepted.
- 2.5 Communication with the Consortium: It is the responsibility of the Bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be made available by addenda to all parties that have requested a copy of the RFB. The Consortium will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Jim Smith, Chief Executive Officer
Bear Creek Community Charter School
2000 Bear Creek Boulevard
Bear Creek Township, PA 18702
Phone: (570) 820-4070, Extension 322
E-mail: jim.smith@bearcreekschool.com

- 2.6 Submission: Bidders shall submit their sealed bids no later than **1:00 p.m. on Thursday, January 3, 2012**. Bids received after this deadline will be returned to the Bidder unopened and will not be considered. Delays in the mail will not be considered. Bid envelopes are to be marked "Heating Fuel Oil Bid" and are to be sent via United States mail (or personally delivered) to:

Jim Smith, Chief Executive Officer
Bear Creek Community Charter School
2000 Bear Creek Boulevard
Bear Creek Township, PA 18702

2.7 Bid Opening: A public opening of bids will take place at **1:30 p.m.** on **Friday, January 4, 2013** at the **Bear Creek Township Municipal Building**, 3333 Bear Creek Boulevard, Bear Creek Township, PA 18702. It is anticipated that the award will be made to Contractor no later than Friday, January 11, 2013.

SECTION THREE

3.0 GENERAL TERMS AND CONDITIONS

- 3.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid documents submitted by the Contractor, and the specifications including all modifications thereof, all of which shall be referred to collectively as the "Contract Documents".
- 3.2 Assignment: Neither party of the contract shall assign the contract without the written consent of the other, nor shall the Contractor assign any money due or to become due without the previous written consent of the Consortium.
- 3.3 Contract Modification and Amendment: The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor shall be in writing. Any agreed upon modification or amendment will be in writing and signed by both parties.
- 3.4 Contract Term: The contract term shall begin with the contract award and will end April 30, 2013.
- 3.5 Cancellation/Termination: If the Contractor defaults in its agreement to provide Number 2 Standard Heating Oil to the Consortium's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the Consortium shall promptly notify the Contractor of such default and if adequate correction is not made within 48 hours, the individual Participant in the Consortium may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the Consortium, the Consortium may terminate this contract by giving 30 days advance written notice to the Contractor. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 3.6 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the individual Participants in the Consortium.
- 3.7 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the Participants in the Consortium from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the members of the Consortium or for which an individual member or members of the Consortium may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this contract.

3.8 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the Consortium. The Contractor is not to be deemed an employee or agent of any of the Consortium Participants and has no authority to make any binding commitments or obligations on behalf of the Consortium members except expressly provided herein.

3.9 Contractor's Liability: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Type</u>	<u>Coverage Limit</u>
Commercial General Liability	\$1,000,000 per occurrence or more <i>(Bodily Injury or Property Damage)</i>
Automobile Liability	\$1,000,000 per occurrence or more <i>(Bodily Injury or Property Damage)</i>

Certificates of Insurance for the above shall be filed with:

Bear Creek Community Charter School
2000 Bear Creek Boulevard
Bear Creek Township, PA 18702

Certificates shall be filed prior to the date of performance under this agreement.

3.10 Litigation: This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Contractor agrees that any litigation, action or proceeding arising out of this contract, shall be instituted in a court within Luzerne County, Pennsylvania.

3.11 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

3.12 Non-Waiver of Defaults: Any failure of the Participants to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

3.13 Applicable Laws: All applicable laws shall be deemed to be part of these specifications and shall be read and enforced as though they were included.

SECTION FOUR

4.0 PERFORMANCE TERMS AND CONDITIONS

- 4.1 Condition and Care of Site and Protection of the Work: The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage and shall protect the property from injury or loss arising in connection with this contract, and shall make good any such damage, injury or loss.
- 4.2 Oil Spills: Number 2 Standard Heating Oil must be delivered in a manner to readily transfer into the tanks of the Participants of the Consortium. The Contractor shall be responsible for complete and immediate clean up of any fuel oil spills internal or external, caused by their negligence, equipment, or employees in accordance with all applicable regulations and statutes. "Clean up" means that there will be no remaining trace of oil contamination. Contractor must immediately notify the appropriate party representing the Consortium Participant (names and telephone numbers appear under Section 4.3 of this document) of any incident whether such a spill has resulted in any contamination, such as soil or groundwater.
- 4.3 Deliveries: The Contractor shall delivery the appropriate quantity of Number 2 Standard Heating Oil to the destinations located within Bear Creek Township as outlined in Section 1.5 of this document. Deliveries will occur monthly, at minimum, and will be based on the consumption history of Participants in the Consortium. Bids requiring minimum order quantities will not be accepted.

Delivery slips must be sent individual to each Consortium Participant for their individual deliveries:

Bear Creek Community Charter School
Attention: Jim Smith
2000 Bear Creek Boulevard
Bear Creek Township, PA 18702
Phone: (570) 820-4070

Bear Creek Township
Attention: Paula Weihbrecht
3333 Bear Creek Boulevard
Bear Creek Township, PA 18702
Phone: (570) 822-2260

Bear Creek Foundation
Attention: Jim Smith
1776 Bear Creek Boulevard
Bear Creek Township, PA 18702
Phone: (570) 991-0766

- 4.4 Pricing: Fixed price pay-as-delivered pricing shall remain firm for the term of the contract. The bid price shall include all charges. Charges not specified in the bid will not be honored.
- 4.5 Taxes: Prices quoted shall not include state sales tax as all Participants in the Consortium are tax-exempt entities. Tax exempt certificates for each Participant in the Consortium shall be provided to the Contractor prior to the date of performance under this agreement.

4.6 Payment: Payment will only be made based on fuel quantity information included on delivery slips. Payment will be made within 30 days of receipt of delivery slip by each individual Consortium Participant receiving delivery during the previous month.

SECTION FIVE
SUBMISSION PAGE

Company (Bidder): _____

Address: _____

Contact: _____ Web Site: _____

Phone Number: _____ E-mail Address: _____

Bear Creek Community Charter School, Bear Creek Township and the Bear Creek Foundation (the "Consortium Participants"), acting through the Bear Creek Community Charter School, are seeking sealed bids for approximately 6,700 gallons of Number 2 Standard Heating Oil for an approximately four month period ending April 30, 2013.

By submitting a bid, the Bidder acknowledges that they have read and fully understand the criteria included in the Request for Bid package and agree to all the terms and conditions contained herein.

Bidder understands and agrees that this Request for Bid imposes no obligation on any of the Consortium Participants. The individual Participants in the Consortium reserve the right to reject any or all bids, in whole or in part and are not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the individual Participant in the Consortium.

Prices indicated herein shall be all-inclusive.

Each bidder is required to submit a bid in the following format to be considered valid:

Bid Format – Fixed Price/Lock-In Price

The above referenced Bidder will provide Participants in the Consortium Number 2 Standard Heating Oil for the four-month period ending April 30, 2013 for a fixed price of _____.
Price per Gallon

This bid is valid until _____.
Month/Day/Year

Authorized Signature: _____ Date: _____

Print Name: _____

EXHIBIT A**ESTIMATED CONSUMPTION**

Month	Gallons	Consumer	Delivery Location
January through April 2012	3,004	Bear Creek Community Charter School	School - 2000 Bear Creek Boulevard
January through April 2012	740	Bear Creek Community Charter School	Offices - 1900 Bear Creek Boulevard
January through April 2012	700	Bear Creek Township	Garage – 335 Swanson Road
January through April 2012	766	Bear Creek Township	Municipal Building – 3333 Bear Creek Boulevard
January through April 2012	774	Bear Creek Township	Community Building – 3333 Bear Creek Boulevard
January through April 2012	784	Bear Creek Foundation	St. Christopher – 1255 Bear Creek Boulevard