



REQUEST FOR BIDS

Electricity

Bear Creek Community Charter School

ISSUE DATE:

February 19, 2024

BIDS MUST BE RECEIVED BY:

2:00 p.m.

Friday, March 29, 2024

Request for Bids - Electricity

Bear Creek Community Charter School is seeking quotations from electrical generation providers to supply electricity upon a fixed price, pay-as-delivered arrangement. Electricity will be used for operating a public school at 30 Charter School Way, Bear Creek Township, Pennsylvania.

Bear Creek Community Charter School will hereinafter be referred to as the "School". 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".

The contract shall cover the actual needs of the School throughout the term of the contract regardless of whether volumes are more or less than the estimated quantities shown on Exhibit A, which is attached.

Award will be to the lowest responsible bidder if all other requirements are met to the satisfaction of the School. This request imposes no obligation on the School. The School reserves 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 School. It is the intent of the School to award this bid to one bidder. In the event of a tie bid, the School 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 April 8, 2024 with a service start date of May 1, 2024. There will be no public bid opening.

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 School will be notified of any change in this status.

Bidders agree to provide the School with references (current customers) upon request.

Any exceptions to the School's terms and conditions should be clearly noted in your response. Failure to comply may cause the bid to be rejected.

Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

Bids requiring minimum order quantities will not be accepted.

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 School 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 at jim.smith@bearcreekschool.com

Bidders shall submit their bids no later than **2:00 p.m. on Friday, March 29, 2024**. Bids can be provided via e-mail to jim.smith@bearcreekschool.com or personal delivery to the school at 30 Charter School Way, Bear Creek Township, PA 18702.

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".

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 School.

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.

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. Contractor is not to be deemed an employee or agent of the School and has no authority to make any binding commitments or obligations on behalf of the School except expressly provided herein.

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.

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

Pricing: Fixed rate, pay-as-delivered pricing shall remain firm for the term of the contract. The bid price shall include all charges, broken out separately. Charges not specified in the bid will not be honored. The School will not accept any bids that include enrollment fees or monthly fees other than the fixed rate price.

Taxes: Prices quoted shall not include state sales tax as the School is a tax-exempt entity. A Pennsylvania Sales Tax Exemption Certificate shall be provided to the Contractor prior to the date of performance under this agreement. Any taxes, fees, tariffs or surcharges to be legally assessed must be identified separately on the bid document.

Payment: Payment will only be made based on detailed monthly invoices submitted to the school in a timely manner. Payment will be made within 30 days of receipt of invoice.

Contract Term: Start date shall begin May 1, 2024. The contract term will be included in the award letter and contract document. Standard proposal/contract may be provided along with the enclosed Submission Page.

SUBMISSION PAGE

Company (Bidder): _____

Address: _____

Contact: _____ Web Site: _____

Phone Number: _____ E-mail Address: _____

Bear Creek Community Charter School is seeking quotations from electrical generation providers to supply electricity upon a fixed price, pay-as-delivered arrangement. Electricity will be used for operating a public school at 30 Charter School Way, Bear Creek Township, Pennsylvania.

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 the School.

The School reserves 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 School.

Prices indicated herein shall be all-inclusive. Each bidder is required to submit a bid in the following format to be considered valid:

Twelve (12) Month Term

Price per kWh: _____

Gross Receipts Tax: _____

Transmission Cost Adjustment: _____

Transmission Tag Adjustment: _____

Other fees or charges (explain): _____

Twenty-Four Month (24) Month Term

Price per kWh: _____

Gross Receipts Tax: _____

Transmission Cost Adjustment: _____

Transmission Tag Adjustment: _____

Other fees or charges (explain): _____

Thirty-Six Month (36) Month Term

Price per kWh: _____

Gross Receipts Tax: _____

Transmission Cost Adjustment: _____

Transmission Tag Adjustment: _____

Other fees or charges (explain): _____

Signature & Submission

Authorized Signature: _____ Date: _____

Print Name: _____

EXHIBIT A

Bear Creek Community Charter School Historical Electricity Usage

| Beginning | Ending | Usage |
|------------|------------|----------------|
| 12/27/2023 | 1/29/2024 | 74,856.28 kWh |
| 11/22/2023 | 12/27/2023 | 76,854.52 kWh |
| 10/24/2023 | 11/22/2023 | 61,434.84 kWh |
| 9/25/2023 | 10/24/2023 | 82,803.12 kWh |
| 8/24/2023 | 9/25/2023 | 100,719.00 kWh |
| 7/26/2023 | 8/24/2023 | 64,897.08 kWh |
| 6/26/2023 | 7/26/2023 | 64,759.32 kWh |
| 5/25/2023 | 6/26/2023 | 61,253.76 kWh |
| 4/26/2023 | 5/25/2023 | 55,759.24 kWh |
| 3/27/2023 | 4/26/2023 | 54,921.20 kWh |
| 2/24/2023 | 3/27/2023 | 52,906.32 kWh |
| 1/26/2023 | 2/24/2023 | 51,649.76 kWh |
| 12/27/2022 | 1/26/2023 | 47,739.28 kWh |
| 11/23/2022 | 12/27/2022 | 54,917.60 kWh |