REQUEST FOR BIDS

Propane

Bear Creek Community Charter School

ISSUE DATE:

November 23, 2026

BIDS MUST BE RECEIVED BY:

2:00 p.m.
Friday, December 4, 2026

SECTION ONE

1.0 GENERAL INFORMATION

1.1 Bear Creek Community Charter School is seeking quotations from bulk propane distributors to supply propane upon a fixed price, pay-as-delivered arrangement. Propane will be used for heating, cooling and cooking purposes at two locations on the Bear Creek Community Charter School campus.

1.2 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".

1.3 Requirement: 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 – Estimated Consumption.

1.4 Delivery: The contract shall include delivery to 30 Charter School Way and 79 Charter School Way, Bear Creek Township, Pennsylvania, 18702. Deliveries will occur monthly, at minimum, and will be based on the consumption history of the School. ***At no time should the School ever be placed in the position of not having ample propane to ensure active boiler operation. The Contractor shall be solely responsible for monitoring propane status and ensuring adequate supply is available.***

1.5 Bulk Storage: Bear Creek Community Charter School owns four, 1,000 gallon underground tanks and one 500 gallon underground storage tank for the on-site storage of propane.

1.6 Evaluation Criteria: Award will be to the lowest responsible bidder if all other requirements are met to the satisfaction of the School.

1.7 Award: 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 December 11, 2026.

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 School will be notified of any change in this status.

1.9 References: Bidders agree to provide the School with 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 site has been examined and that the facilities are adequate.

2.2 Exceptions: 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.

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 School: 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
Bear Creek Community Charter School
30 Charter School Way
Bear Creek Township, PA 18702
Phone: (570) 820-4070
E-mail: jim.smith@bearcreekschool.com

2.6 Submission: Bidders shall submit their bids no later than **2:00 p.m.** on **Friday, December 4, 2026.** Bids can be provided via e-mail to jim.smith@bearcreekschool.com or via fax at (570) 970-1448 or via personal delivery to the school at 30 Charter School Way, Bear Creek Township, PA 18702.

2.7 Award Notification: There will be no public bid opening. It is anticipated that the award will be made to Contractor no later than December 11, 2026. All bidders will receive written notice of award status.

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 School.

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 June 30, 2027, unless otherwise extended by both parties. Bear Creek Community Charter School reserves the right to enter into negotiations with the Contractor to extend this contract for a period of up to six months beyond the original term.

3.5 Cancellation/Termination: If the Contractor defaults in its agreement to provide bulk propane to the School's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the School shall promptly notify the Contractor of such default and if adequate correction is not made within eight hours, the School may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice. At no time should the School ever be placed in the position of not having ample propane to ensure active boiler operation. Such a situation may result in the agreement being terminated immediately for cause. The Contractor shall be solely responsible for monitoring propane status and ensuring adequate supply is available. Except for such cancellation for cause by the School, the School 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 or requests to deviate from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the School.

3.7 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the School from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the School or for which the School 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 the School and has no authority to make any binding commitments or obligations on behalf of the School except expressly provided herein.

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

Type	Coverage Limit
Commercial General Liability	$1,000,000 per occurrence or more *(Bodily Injury or Property Damage)*
Automobile Liability	$1,000,000 per occurrence or more *(Bodily Injury or Property Damage)*

Certificates shall be filed prior to the date of performance under this agreement. Certificates of Insurance for the above shall be filed with:

Bear Creek Community Charter School
30 Charter School Way
Bear Creek Township, PA 18702

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 Safety: propane must be delivered in a manner to readily transfer into the School's underground tanks in a safe manner. The Contractor is required to identify, notify employees, notify the School and to implement special precautions to prevent injury to employees or occupants of the School campus. The Contractor shall be responsible for complete and immediate clean-up of any contamination or damage caused by their negligence, equipment, or employees in accordance with all applicable regulations and statutes. Contractor must notify the School in the event there is any indication of faulty equipment or safety concerns. Contractor must immediately notify the School and the appropriate emergency services of any emergency situation resulting from the delivery of bulk propane.

4.3 Deliveries: The Contractor shall delivery the appropriate quantity of propane to the destinations located within Bear Creek Township as outlined in Section 1.4 of this document. Deliveries will occur monthly, at minimum, and will be based on the consumption history of the School. Bids requiring minimum order quantities will not be accepted. At no time should the School ever be placed in the position of not having ample propane to ensure active boiler operation. The Contractor shall be solely responsible for monitoring propane status and ensuring adequate supply is available. Delivery slips must be provided to the School upon each propane delivery.

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 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.

4.6 Payment: Payment will only be made based on fuel quantity information included on metered delivery slips. Payment will be made within 30 days of receipt of delivery slip

SECTION FIVE

SUBMISSION PAGE

Company (Bidder):_____

Address:_____

Contact:_____ Web Site:_____

Phone Number:_____ E-mail Address:_____

Bear Creek Community Charter School is seeking sealed bids for propane for an approximately six-month period ending June 30, 2027 to two locations on the Bear Creek Community Charter School campus.

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. Any additional delivery fees, surcharges, etc. must be disclosed on this bid form.

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 the School with bulk propane for heating, cooling and cooking purposes.

Propane for the period ending June 30, 2027 for a fixed price of _____.
Price per Gallon

Fuel Surcharge, Hazmat Fee, Delivery Fee, or any other per-delivery fee in addition to the fixed price per gallon: _____.
Fee per Delivery

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

Authorized Signature:_____ Date:_____

Print Name:_____

EXHIBIT A

ESTIMATED CONSUMPTION BASED ON PRIOR PERIOD

Month	Quantity
January	9,667
February	11,878
March	7,316
April	4,342
May	2,211
June	2,315
Total gallons	**37,729**