

Ogemaw County
OGEMAW COUNTY, MICHIGAN
REQUEST FOR BIDS (RFB)
PROPANE SERVICES

Ogemaw County is requesting sealed bids from qualified Propane service providers for all of its locations on a multi-year basis. All bids should reflect prices based on one year of service for each location; those prices may not change for the first two years of the contract unless there is a change by the County in unit type, service length, or frequency of refill. The Propane services contract shall be valid for two years with an option to renew for a third at the sole discretion of the County. Contracts will be rebid every two or three years, depending on the extension.

Ogemaw County officially distributes bid documents from the Ogemaw County Administration Office. If you have obtained this document from a source other than the Ogemaw County Administration Office, it is recommended that you obtain an official copy. Copies obtained through any other source are not considered official copies.

2. BIDDING PROCESS

The following is a schedule of events concerning the bid process:

- Bids Due Wednesday March 18, 2026, by 9:00 AM
- Bids Opening Administrator/Controller, AT 10:00
AM Interim County
Administrator's Office
- Contract Cycle Year 1 May 1, 2026 – April 30, 2027
Year 2 May 1, 2027 – April 30, 2028
(Optional) Year 3 May 1, 2028 – April 30, 2029

A complete original of the sealed proposal shall be submitted to:

OGEMAW INTERIM COUNTY ADMINISTRATOR
806 W. Houghton Avenue
Room 107
West Branch, MI 48661

**** PLEASE MARK YOUR ENVELOPES: Sealed Bids– PROPANE SERVICES- OGEMAW COUNTY**

Sealed bids must be received no later than Wednesday **March 18, 2026, by 9:00 AM, by 9:00 AM**, at the address set forth above. Proposals received after Wednesday **March 18, 2026, by 9:00 AM**, may not be considered. The proposal is to be completed in a clear, concise form. Additional written material such as professional records, certifications, etc., may be attached and submitted to augment the data.

The bidder must initial any corrections.

NO FAXED OR E-MAILED DOCUMENTS WILL BE ACCEPTED.

Questions regarding bid specifications shall be e-mailed to Ogemaw County Interim County Administrator at knizackyf@ocmi.us. County will make every effort to provide a clear answer to interested parties. However, it makes no guarantees.

Questions should be asked in writing, preferably via e-mail, and responses will be placed on the County's website at www.ocmi.us. To view items related to this solicitation, under the "County Procurement" section, click on "Purchasing"; open requests will be under "Bids & RFPs."

3. RESERVATION OF RIGHTS

The Ogemaw County Board of Commissioners reserves the right to reject any and all proposals, to award the Agreement to other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general to make an award in the manner as determined to be in the Ogemaw County's best interest and its sole discretion.

4. RESPONSIVE PROPOSALS

Companies are expected to examine the requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. If any person/organization contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFB, they are advised to ask to have the portion in question clarified. Refer to Section 2, BIDDING PROCESS.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this request will be on file in the Office of Administration. In addition, all changes and addenda will be posted on Ogemaw County's website. Refer to Section 2, BIDDING PROCESS, on how to access information on the website. It shall be the bidder's responsibility to make an inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract, and such changes or addenda shall bind all bidders.

6. TAXES, TERMS, AND CONDITIONS

Ogemaw County is exempt from paying Federal and State Sales Taxes on most transactions. The County's tax number is 38-6006275. Payment terms are subject to County fiscal policy and respective contract.

7. INDEMNIFICATION AND HOLD HARMLESS

The bidder whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The bidder shall, at their own expense, protect, defend, indemnify and hold harmless Ogemaw County, its elected and appointed officers, employees, and agents from all claims, damages (including but not limited direct, indirect, incidental, consequential, special, and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The bidder's indemnification responsibilities shall include the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to Ogemaw County or its elected and appointed officers, employees, agents or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFB and the contract entered into.

8. EQUAL EMPLOYMENT OPPORTUNITY

The bidder and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with respect to hiring, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

The bidder agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status, and religion.

9. INSURANCE REQUIREMENTS

The bidder whose proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverages shall be with insurance companies licensed and admitted to doing business in the State of Michigan.

A. Workers' Compensation: The successful company shall carry Workers' Disability Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the successful company uses subcontractors and sub-subcontractors for the performance of services required under this proposal, the successful company shall ensure that said subcontractors and sub-subcontractors carry Workers' Disability Compensation and Employer's Liability Insurance coverage, as required by law.

B. The successful company shall be responsible for ensuring all its tools, equipment, and materials which they, or any of their sub-contractors, may use and/or leave at the worksite. Ogemaw County shall not be responsible for any loss or damage to the successful bidder's tools, equipment, and materials.

C. **Commercial General Liability:** The successful company shall procure and maintain during the term of the contract Commercial General Liability Insurance on an “occurrence basis” with limits of liability of not less than \$1,000,000 per occurrence and aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

D. **Vehicle Liability:** The successful company shall maintain Vehicle Liability Coverage and Michigan No-Fault coverage’s including all owned, non-owned, and hired vehicles, of not less than \$1,000,000 per occurrence combined single limit.

E. **Additional Insured:** Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be “Additional Insured.”

The County of Ogemaw, all elected and appointed officials, all employees and volunteers, all boards; commissioners and/or authorities and board members, including employees and volunteers, thereof.

F. **Proof of Insurance Coverage:** The successful company shall provide the County at the time of the signing of the Agreement, copies of certificates or policies for Workers’ Compensation, Comprehensive General Liability, and Motor Vehicle Liability.

G. **Insurance Renewals:** If any of the above coverage’s expiring during the term of the Agreement, the contractor’s insurer shall deliver renewal certification and/or policies to Ogemaw County Administration, 806 W. Houghton Avenue, Room #107, West Branch, MI 48661, at least thirty (30) days prior to expiration. Insurance Certificate(s) may be faxed to (989) 343 1071, addressed to the Interim County Administrator.

H. **Notice of Cancellation:** Workers’ Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to Ogemaw County Administration, 806 W. Houghton Avenue, Room #107, West Branch, MI 48661.

IT IS ASSUMED BY OGEMAW COUNTY THAT ALL COSTS ARE SHOWN IN THE PROPOSAL.

11. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a bidder or authorized representative provided their identity is made known, and a receipt is signed for the bid, but **only** if the withdrawal is made before the stated bid deadline. In case of an error by the bidder, Ogemaw County may, at its discretion, reject such a proposal upon presentation of a letter by the bidder which sets forth the error, the cause

thereof, and sufficient evidence to substantiate the claim.

12. AWARD

This document is a Request for Bids. All bids will be evaluated by a review committee composed of representatives of, but not limited to, Ogemaw County Administration staff and the Board of Commissioners. The proposals will be evaluated on the following (not in any relevant order and not necessarily ranked equally):

- Contractor qualifications and capabilities to provide the specified service and any other factors Ogemaw County may consider relevant to the implementation and maintenance of the proposed solution
- Staff experience/qualifications
- References
- All employees must be able to be fingerprinted and pass background checks
- Pricing per gallon and a list of additional fees if applicable
- Any other relevant information

Applicants should be prepared to present additional information, including supplemental documentation, and may be requested to attend interviews and/or public meetings prior to the award. The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. Ogemaw County reserves the right to consider bids for modifications at any time before the contract is awarded.

Negotiations for some aspects of this project may be undertaken with the vendor whose bid is deemed to best meet the specifications and needs of Ogemaw County. An award for this request will be made by the Ogemaw County Board of Commissioners.

Ogemaw County will not pay for any information herein requested, nor is it liable for any costs incurred by the bidder. The successful company shall commence work only after the transmittal of a fully executed contract or after receiving written notification to proceed from Ogemaw County. The successful company will perform all services indicated in the bid packet and comply with the negotiated contract. The contents of this RFB and the successful company's response will become contractual obligations if a contract ensues. Failure of the successful company to accept these obligations may result in the cancellation of the award.

13. MINIMUM QUALIFICATIONS

Bidders shall demonstrate they have the resources and capability to perform the services as described herein. The following criteria shall be met in order to be eligible for this contract. Failure to meet the minimum qualifications is ample cause for the bidder to be deemed non-responsive:

- 1) Bidder shall have at least three (3) years of experience with similar work.
- 2) The bidder shall designate a single point of contact manager.
- 3) Bidder must be able to meet all insurance requirements as set forth in Section 9, Insurance Requirements.

14. SCOPE OF SERVICES

1. The County reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other necessary modifications. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County. Changes may be price increases or decreases.
2. Payment terms are subject to County fiscal policy and respective contract.
3. The successful company shall not assign the contract award or any payment without the prior written approval of Ogemaw County.
4. See section 16 for a detailed list of tasks required to be completed by the contractor.

15. REQUIRED CONTENTS OF THE PROPOSAL – in the following order:

- A. Request for Bids Cover Sheet & Signature Page of this solicitation; must be completely filled out and signed by a representative of your company who is authorized to bind your company.
- B. Brief company history, qualifications of key staff who will be doing the work.
- C. Any supplemental documents/information your company feels necessary for Ogemaw County to understand your bid better.
- D. At least three references.

16. DETAILED SCOPE OF WORK

Ogemaw County is accepting bids to secure a Propane services provider for a multi-year contract for the 2026-2027, 2027-2028, and 2028-2029 (optional) seasons. This also includes the delivery and hookup of propane tanks to be removed at the very end of this contract. The company awarded this contract will provide and install their own above-ground propane tanks to the County for use during this contract.

Please quote an annual price estimate for each of the following locations using the average propane use figure listed below. Finally, give a total price per gallon that you will guarantee for the life of this contract. Also, list any fees/charges that you may charge and their rates/costs, as the County will not be paying any additional fees or charges that are not listed in your submission if selected.

Your prices/fees will be locked in for the entirety of the two-year contract unless the County modifies the unit, frequency of fill up at a particular location. At the conclusion of year two, the contract may be extended for year three at the sole discretion of the County. All services shall be billed monthly as completed, broken down by location. Please use the following

factors when pricing each location:

1. Ogemaw County Transit Building

- a. Address: 1383 Airport Road, West Branch, MI 48661
- b. Number of Tank(s): 1
 - i. Tank sizes: 1,000 Gal.
- c. Re-fill frequency: keep full/AutoFill; no authorization needed
- d. Drop off for contract start: 5/1
- e. Pickup for end of contract: 4/30
- f. Tanks on property: The propane tank is fixated on the north side of the transit facility, in-between the transit facility and the bus barn. It is approximately 50ft from the transit facility and 30ft from the bus barn.
- g. Estimated annual use: 2,000 gals.

2. Ogemaw County Nature Park

- a. Address: 5626 W. Rose City Road, West Branch, MI 48661
- b. Number of Tank(s): 1
 - i. Tank sizes: 500 Gal.
- c. Fill Up: keep full/AutoFill; no authorization needed
- d. Drop off and hook up for Contract start: 5/1
- e. Pickup for end of contract: 4/30
- f. Tanks on property: On the west side of the caretakers residence. There is a circular driveway that goes around the house and the tank is adjacent to the driveway.
- g. Estimated annual use: 1 , 0 00 gal.

3. West Branch Community Airport

- a. Address: 1519 Airport Road; West Branch, MI 48661
- b. Number of Tank(s): 3
 - i. 500 gallons each
- c. Fill-up: Will call when needed, don't fill without authorization
- d. Tank Drop off and hook up for Contract start: 5/1
- e. Tank Pickup for end of contract: 4/30
- f. Tank locations on property: One is located by the Terminal Building, one is located by Maintenance Hangar, and one located by the Snow Removal Equipment Building.
- g. Estimated Average use: 2,300 gal.

BID FORM

BIDDER NAME: _____

BID FOR: PROPANE SERVICES – OGEMAW COUNTY

FORWARD BID TO: OGEMAW COUNTY ADMINISTRATOR’S OFFICE

ATTN: FABIAN L. KNIZACKY

806 WEST HOUGHTON AVENUE, ROOM 107

WEST BRANCH, MI. 48661

THE UNDERSIGNED, HAVING EXAMINED THE SCOPE OF THE WORK, INCLUDING THE INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS AND GENERAL REQUIREMENTS, AND BEING FAMILIAR WITH ALL CONDITIONS AFFECTING THIS PROPOSED PROJECT, HEREBY PROPOSES TO FURNISH THE PRODUCTS AS LISTED, DELIVERY OF, AND SERVICES NECESSARY TO PERFORM AND COMPLETE THE WORK AS INDICATED FOR THIS REQUEST IN ACCORDANCE WITH THE DOCUMENTS FOR THE SUMS AND UNDER THE CONDITIONS AS FOLLOWS:

- BID AMOUNT: TOTAL PRICE PER GALLON FOR ALL LOCATIONS (same price for 2 years)
 - Annual cost estimates per location (including additional fees)
 - Transit Building: _____
 - Nature Park: _____
 - West Branch Community Airport: _____

- List all additional fees and those rates that may be billed(I.e. tank delivery and hookup etc.): _____

THE UNDERSIGNED AGREES TO THE PERFORMANCE OF THE WORK AS STATED IN THE SCOPE OF WORK FOR THE FOLLOWING BID SUM (PROVIDE THE AMOUNT IN BOTH WORDS AND FIGURES: THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES); PLEASE SUBMIT ONLY ONE BID FOR ONLY ONE OF THE FOLLOWING JOB OPTIONS:

Total price broken down per site per dates and unit types listed above

BID EXECUTION

1. THE UNDERSIGNED AFFIRMS THAT THE BID WAS DEVELOPED WITHOUT ANY COLLUSION, UNDERTAKING, OR AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, WITH ANY OTHER BIDDER OR BIDDERS TO MAINTAIN THE PRICES OF INDICATED WORK OR PREVENT ANY OTHER BIDDER OR BIDDERS FROM BIDDING THE WORK.
 2. IT IS AGREED THAT THIS BID WILL NOT BE WITHDRAWN FOR A PERIOD OF 60 DAYS AFTER THE INDICATED DATE FOR THE RECEIPT OF BIDS.
 3. PLEASE PROVIDE A COPY OF THE INSURANCE AND A COPY OF WORKMAN'S COMPENSATION.
 4. PLEASE FILL IN THE ATTACHED SHEET WITH YOUR QUOTE(S) FOR EACH OF THE BUILDINGS. PLEASE QUOTE THE ANNUAL COSTS ON THE SHEET.
 5. THE FINAL CONTRACT MUST BE SIGNED BEFORE SERVICES CAN BE PROVIDED.
 6. THE CONTRACT IS VALID FOR 2 YEARS WITH THE OPTION TO RENEW FOR A THIRD AT THE COUNTY'S SOLE DISCRETION.
-

BIDDERS FIRM NAME _____

BIDDERS ADDRESS _____

TELEPHONE NUMBER _____

BY _____

NAME AND TITLE _____

SIGNED THIS _____ DAY OF _____, 20_____