OIL & PROPANE RFP

Sanford Housing Authority

RFP Number:

2026-01

Issue Date: August 13, 2026

Proposal Due Date: September 10, 2026 @Noon
Bid Award: September 10, 2026 @ 1:00pm

Contact Information:

Sanford Housing Authority
Randy Levangie, Maintenance Director
17 School St. PO Box 1008, Sanford, ME 04073
(207) 206-7241
rlevangie@sanfordhousing.org

JULY 27, 2026

SANFORD HOUSING AUTHORITY
17 School St., Sanford, ME 04073

1. Introduction

The Sanford Housing Authority is seeking proposals from qualified oil and propane suppliers to provide reliable oil and propane supply, delivery, tank monitoring, and related services for our facilities located at:

Maples - 20 Mayflower Dr. Sanford (Oil Heat & Hot water) 26 Senior Apts.
Mayflower -27 Mayflower Dr. Sanford (LP Gas FHW Heat and Hot Water) 35 Senior Apts.
Maintenance Garage - 21 Old Mill Rd. Sanford (LP Gas Heat and Hot Water)
Admin Office - 17 School St. Sanford (LP Gas Heat and Hot Water)
Sunset Tower - 941 Main St. Sanford (LP Gas FHW Heat and Hot Water; generator) 8 story, 72 Senior Apts.
Village View - 13 & 21 Pleasant St. Springvale (Oil FHW Heat and Hot Water) 2 Bldgs., 40 senior Apts. total
Maintenance Garage (2 car garage) - 21 Pleasant St. Springvale (LP Gas FHA Heat)
Courthouse - 447 Main St. Springvale (Oil FHW Heat) Commercial Bldg. – Currently Vacant
East Side Acres - 6 & 18 Bowdoin, 22 & 25 Bates and 123, 124, 125, 128 & 129 Emery St. Sanford (LP Gas FWA, Hot Water and some cook stoves) 48 multi-family apartments 2,3 & 4 Bedrooms

The selected vendor will demonstrate competitive pricing, dependable service, strong safety practices, and the ability to meet our propane requirements throughout the contract term.

2. Scope of Services

The selected oil & propane supplier shall provide:

- Oil & Propane Supply
- Supply commercial-grade oil & propane meeting all applicable federal, state, and local standards.
- Ensure uninterrupted fuel availability throughout the contract period.
- Delivery Services
- Scheduled deliveries based on usage and seasonal demand.
- Emergency and on-demand deliveries as required.
- Delivery documentation for each shipment.

- Tank Monitoring and Management
- Remote tank monitoring capabilities (preferred).
- Inventory management to prevent runouts.
- Reporting of tank levels and delivery history.
- Equipment Services
- Inspection and maintenance of propane tanks and related equipment, if applicable.
- Leak testing and safety inspections.
- Regulatory compliance support.
- Emergency Response
- 24/7 emergency service availability.
- Response time commitments for emergency situations.

3. Estimated Usage

The organization currently uses approximately:
Annual Oil Usage: 21,800Gal (average last 42 months)
Annual Propane Usage: 64,700Gal (average last 42 months)
Number of oil & propane tanks:
*NOTE: All propane (above and underground) tanks are owned by Superior Plus Propane

- Underground tanks must be purchased from Superior Plus
- Above-ground tanks must be swapped with bidder-owned tanks with the remaining product transferred to the replacement tanks. The costs (if any) associated with the transfer of propane must be listed separately in the proposal.

Tank Sizes:

- Maples (2) 400 Gallon Roth Tanks (oil)
- Mayflower Dr. (3) 1000 gal Above-Ground LP
- Maintenance Garage (1) 1000 gal (1) 1000 gal Above-Ground LP
- Admin Office (1) 300 gal Underground LP
- Sunset Tower (3) 1000 gal Underground LP
- Village View (4) 275gal Oil Tanks
- Maintenance Garage (Springvale) (2) 120gal LP Tanks
- Courthouse (1) 2,000gal Underground oil tank
- East Side Acres (6) 1000gal, (3) 500gal Underground LP tanks

Service Locations:

- 20 Mayflower Dr., Sanford, ME (Maples)
- 27 Mayflower Dr., Sanford, ME (Mayflower)
- 21 Old Mill Rd., Sanford, ME (Maintenance Garage)

17 School St., Sanford, ME (Admin Office)
941 Main St., Sanford, ME (Sunset Tower)
13 Pleasant St., Springvale, ME (Village View Bldg. B)
21 Pleasant St., Springvale, ME (Village View Bldg. A)
21A Pleasant St., Springvale, ME (Maintenance Garage)
447 Main St., Springvale, ME (Courthouse)
6 &18 Bowdoin, 22 & 25 Bates, 123,124,125,128,129 Emery St., Sanford, ME (East Side Acres)

These figures are estimates and do not constitute guaranteed purchase volumes.

4. Contract Term

The anticipated contract term is:

Initial Term: 3 Years

Optional Renewal Period(s): The contract may be renewed for up to two (2) additional three-year renewal terms at the option of The Sanford Housing Authority. Any proposed price adjustments for renewal periods must be submitted in writing at least sixty (60) days prior to the renewal date and shall be subject to review and approval by Sanford Housing Authority. Renewal is not guaranteed and is subject to satisfactory performance and mutual agreement.

Pricing for renewal periods may be adjusted based on changes in wholesale oil & propane market indices, transportation costs, or other documented factors identified in the contractor's proposal and approved by the Sanford Housing Authority.

The organization reserves the right to extend or terminate the agreement according to contract provisions.

5. Vendor Qualifications

Proposing companies should provide:

- Company background and history.
- Years in business.
- Service area coverage.
- Relevant experience serving similar customers.
- Required licenses and certifications.
- Insurance coverage documentation.
- References from at least three current commercial customers.

6. Proposal Requirements

Proposals should include the following information:

- Company Information
- Legal company name
- Business address
- Primary contact information
- Federal Tax ID
- Pricing Proposal

7. Pricing

The Sanford Housing Authority seeks a pricing structure that is transparent, competitive, and clearly identifies all costs associated with the supply and delivery of heating oil and propane throughout the contract term.

Each proposal shall include a detailed pricing methodology identifying one of the following:

- Fixed price per gallon for the contract period.
- Daily rack price plus a fixed margin.
- OPIS Index plus a fixed margin.
- Mont Belvieu Index plus a fixed margin.
- Other pricing methodology (must be fully explained).

For all pricing methodologies, vendors shall identify:

- Whether the margin remains fixed for the duration of the contract.
- The methodology and frequency for any price adjustments.
- Any minimum purchase requirements or delivery quantities.

The proposal shall separately identify all additional charges that may apply, including but not limited to:

- Environmental fees.
- Hazardous materials (HazMat) fees.
- Fuel recovery or transportation surcharges.
- Administrative or service fees.
- Emergency or after-hours delivery charges.
- Tank rental or lease fees, if applicable.
- Equipment installation or replacement charges.
- Tank monitoring fees, if applicable.
- Propane transfer costs associated with replacing existing above-ground tanks.

- Costs associated with purchasing underground propane tanks currently owned by Superior Plus Propane, if applicable.

No fees, surcharges, or other charges may be assessed during the contract term unless they are specifically identified in the vendor's proposal and accepted by the Sanford Housing Authority as part of the awarded contract.

All pricing shall remain firm for the period specified in the proposal unless otherwise permitted by the approved pricing methodology contained in the contract.

8. Evaluation Criteria

Currently the criteria are simply listed:

- Pricing
- Service Reliability
- Experience
- Safety
- References

Criteria	Weight
Price	45%
Service Reliability	25%
Experience	15%
Safety	10%
References	5%

Lowest evaluated price receives the maximum points available. Remaining proposals will receive proportionally fewer points based on the difference between their evaluated price and the lowest evaluated price.

The organization reserves the right to request interviews, conduct site visits, or seek additional information before making an award.

9. Submission Instructions

Proposals must be submitted, no later than:

Date: September 10, 2026
Time: 12:00 Noon

Submit proposals electronically to: rlevangie@sanfordhousing.org , by mail or in person to:

Sanford Housing Authority
Attn: Director of Maintenance
17 School St. PO Box 1008
Sanford, ME 04073

*Late submissions may not be considered.

10. Terms and Conditions

The Sanford Housing Authority is a recipient of federal funds. Procurement is conducted in accordance with 2 CFR Part 200, HUD Procurement Standards, and applicable HUD regulations.

1. Federal Procurement and Contract Requirements

Sanford Housing Authority is a recipient of federal funds. Procurement is conducted in accordance with 2 CFR Part 200, HUD Procurement Standards, and applicable HUD regulations.

Required Federal Contract Provisions:
- Equal Employment Opportunity
- Termination for Cause and Convenience
- Contract Work Hours (if applicable)
- Debarment and Suspension Certification
- Byrd Anti-Lobbying Certification (if applicable)
- Clean Air/Clean Water Act (if applicable)
- Access to Records
- Administrative, contractual, and legal remedies

2. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

During the performance of this contract, the contractor agrees as follows:

1. **Non-Discrimination:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. **Solicitations and Advertisements:** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. **Labor Union Notices:** The contractor will not, or will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. **Compliance with Regulations:** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. **Furnishing Information and Reports:** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. **Sanctions for Non-Compliance:** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. **Subcontractor Flow-Down:** The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

3. TERMINATION FOR CONVENIENCE AND CAUSE

a. **Termination for Convenience:** The [Sanford Housing Authority] may terminate this contract, in whole or in part, at any time for its convenience by providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately cease all work, unless the notice dictates otherwise. The Contractor shall be compensated for verifiable, allowable work satisfactorily completed up to the date of termination, plus reasonable, documented termination costs. The Contractor shall not be paid for any work performed after receipt of the termination notice, nor for any anticipatory profits or consequential damages.
b. **Termination for Cause (Default):** If the Contractor fails to perform the work as specified, fails to make progress so as to endanger performance of this contract, or breaches any material term or condition of this agreement, the [Sanford Housing Authority] may terminate this contract for cause. Termination shall be effected by serving a written Notice of Default on the Contractor.

c. **Cure Period:** Prior to termination for cause, the [Sanford Housing Authority] may, at its sole discretion, provide the Contractor with a written notice to cure the deficiency within [Number, e.g., 10] calendar days. If the Contractor fails to cure the deficiency within that timeframe, the contract will terminate immediately without further notice.
d. **Liability and Remedies:** In the event of a termination for cause, the Contractor shall be liable to the Sanford Housing Authority for any and all excess procurement costs and damages sustained by reason of the default. The [Sanford Housing Authority] may withhold any payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due is determined.
e. **Erroneous Termination:** If, after termination for cause, it is determined that the Contractor was not in default or that the delay was excusable, the obligations of the parties shall be the same as if the termination had been issued for the convenience of the [Sanford Housing Authority].

4. Debarment

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5. Byrd Anti-Lobbying Clause (Contracts Over $100,000)

Contractors who apply for or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not have used and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. Conflict of Interest

Sanford Housing Authority employees, commissioners, officers, and agents shall not participate in the selection, award, or administration of a contract where a real or apparent conflict of interest exists.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Contracts Over $100,000)

1. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for Unpaid Wages and Liquidated Damages:** The [Sanford Housing Authority] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT COMPLIANCE (Contracts Over $150,000)

1. **Clean Air Act Compliance:** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.). The Contractor agrees to report each violation to the [Sanford Housing Authority] and understands and agrees that the [Sanford Housing Authority] will, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency (EPA) Regional Office.

1. **Federal Water Pollution Control Act Compliance:** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.). The Contractor agrees to report each violation to the [Sanford Housing Authority] and understands and agrees that the [Sanford Housing Authority] will, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate EPA Regional Office.

2. **Subcontractor Flow-Down:** The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

9. ACCESS TO RECORDS AND RETENTION

1. **Access to Records:** The Contractor agrees to provide the [Sanford Housing Authority], the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2. **Retention Period:** The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of final payment and closeout of all pending matters under this contract. If any litigation, claim, or audit is started before the expiration of the 3-year

period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

10. ADMINISTRATIVE, CONTRACTUAL, AND LEGAL REMEDIES

1. **Breach of Contract:** Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the immediate suspension or termination of this contract, or such other sanctions and penalties as allowed by local, state, or federal law.
2. **Dispute Resolution:** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be resolved through administrative or legal remedies in accordance with local laws and ordinances.
3. **Sanctions and Penalties:** The [Sanford Housing Authority] reserves all contractual, administrative, and legal remedies, including but not limited to withholding of payment, liquidating damages, and seeking third-party completion of work, in the event the Contractor fails to perform or breaches any material term. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

11. Right to Reject / Authority Rights

1. Sanford Housing Authority reserves the right to reject any or all proposals; waive informalities or minor irregularities; request clarifications; negotiate with the highest-ranked proposer, if permitted under its procurement policy; and cancel this solicitation at any time.
2. Award Basis: Sanford Housing Authority intends to award to the responsible proposer whose proposal represents the best value to the Authority, considering price and the evaluation criteria identified herein.

11. Questions

Questions regarding this RFP should be submitted in writing to:

Contact Person: Randy Levangie, Maintenance and IT Director
Email: rlevangie@sanfordhousing.org

Responses to questions may be distributed to all participating vendors.

12. Certification

Part I: Certification of Eligibility (Debarment and Suspension)

The Proposer hereby certifies, under penalty of perjury, that neither the bidding firm nor its principals, officers, directors, owners, or key employees:

- Are currently **debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded** from participation in federal assistance programs or contracts by any federal department or agency.
- Have within a **three-year period** preceding this proposal been convicted of or had a civil judgment rendered against them for fraud, embezzlement, theft, forgery, bribery, destruction of records, making false statements, or receiving stolen property.
- Are currently **indicted or otherwise criminally or civilly charged** by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- Have within a **three-year period** preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Part II: Conflict of Interest Statement

The Proposer hereby certifies that:

- No Sanford Housing Authority employee, commissioner, officer, or agent has participated in the selection, award, or administration of this contract where a real or apparent conflict of interest exists.

- No employee, agent, or immediate family member of the Proposer has a financial or other interest in the Sanford Housing Authority that would violate HUD Procurement Standards or 2 CFR Part 200.

Part III: Byrd Anti-Lobbying Certification

(Applicable to bids exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract or the making of any Federal grant.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Proposer Execution Block

By signing below, the authorized representative certifies that all information provided in Parts I, II, and III is true, accurate, and complete.

Legal Name of Proposer/Firm: _____

Authorized Representative Name: _____

Title: _____

Authorized Signature: _____ **Date:** _____