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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 26, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract #8003445) with Superior Plus Energy Services Inc (VC#297357), Dover, NH, in an amount up to and not to exceed $1,847,922.00, for propane supply and delivery services, with the option to renew for up to an additional two years, effective upon Governor and Executive Council approval for the period of August 1, 2024, through July 31, 2026.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 2891-24 on March 15, 2024, with responses due on April 5, 2024. One-hundred thirty-three (133) vendors were sourced through NIGP. There were two responses received with one being compliant; Superior Plus Energy Services Inc provided a compliant response and was the low-cost bid for the specified locations.

This contract reflects an estimated annual spend of $923,961.00 to provide propane supply and delivery to agency locations based on the lowest compliant bid statewide. The total contract term spend is estimated at $1,847,922.00. The price per gallon for all statewide fixed locations is $1.55; the price per gallon for all statewide temporary locations is $1.99. Upon approval of this contract Superior Plus Energy Services Inc will provide propane supply and delivery services statewide to all fixed and temporary locations. The expiring contract (Contract #8002878) has a price limitation of $1,976,632.62 with an average statewide fixed locations cost of $1.72. This represents a cost savings to the state of $128,710.62, or 6.97%.

Contract financials	
Propane cost per gallon (statewide fixed locations)	$1.55
Estimated usage (gallons)	594,820
Estimated annual spend (statewide fixed locations)	$921,971.00
Propane cost per gallon (temporary locations)	$1.99
Estimated usage (gallons)	1,000
Estimated annual spend (temporary locations)	$1,990.00
Estimated annual spend	$923,961.00
Requested two-year price limitation	$1,847,922.00

Based on the foregoing, I am respectfully recommending approval of the contract (Contract #8003445) with Superior Plus Energy Services Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Propane Supply and Delivery	Agency	Statewide
RFB#	2891-24	Requisition#	N/A
Agent Name	Ryan Fuller	Bid Closing	April 5, 2024 at 11:00AM

Indicates Award: ☐

Estimated Annual Usage	UOM	Product Description	Superior Plus Energy Services Inc		Atlantic Petroleum & Mineral Resources NON-COMPLIANT		Expiring Contract	
			Fixed Cost	Extended Cost	Fixed Cost	Extended Cost	Average Fixed Cost	Extended Cost
594,820	Gallon	Propane Supply and Delivery - Statewide Fixed Locations	$1.55	$921,971.00	No Bid	$0.00	$1.72	$1,023,090.40
1,000	Gallon	Propane Supply and Delivery - Temporary Locations	$1.99	$1,990.00	$3.95	$3,950.00	$2.49	$2,490.00
		Sub Total		**$923,961.00**		**$3,950.00**		**$1,025,580.40**

Estimated annual spend	$923,961.00	**Expiring contract annual**	$1,777,344.31
Estimated term spend	$1,847,922.00	**Expiring contract term**	$1,976,632.62
		Cost increase/Savings X%	$128,710.62
Recommended price limitation	$1,847,922.00	**Delta: new vs. expiring contract**	-6.97%

Recommendation Summary			
Statewide Contract or Amendment	Statewide Contract		
Term of Contract	2 Years		
Price Limitation	$1,847,922.00		
Number of Solicitations Received	2		
Number of Sourced bidders	0		
Number of NIGP Vendors Sourced	133		
Number of non-responsive bidders	131		
P-37 Checklist Complete	Yes		
D&B Report Attached			
Method of Payment (P-card/ACH)	Both		
FOB Delivered	Yes		
Expiring Contract Price Limitation	$1,976,632.62		
Total Cost Savings ($/%)	$128,710.62	-6.97%	Savings

Special Notes: The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 2891-24 for Propane Supply and Delivery on March 15, 2024, with responses due by April 5, 2024, at 11:00AM (EST). One-hundred thirty-three (133) vendors were sourced through NIGP. Two vendors provided responses, with Superior Plus Energy Services Inc providing the low-cost, compliant response of $1.55 per gallon for Statwide fixed locations and $1.99 for Statewide temporary locations. Atlantic Petroleum & Mineral Resources was deemed non-compliant due to only bidding on Statewide temporary locations. The estimated annual spend is $923,961.00, with an estimated contract price limitation of $1,847,922.00. Compared to the expiring contract, the new contract represents a cost savings to the State of $128,710.62 or approximately 6.97% for the same services provided.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Superior Plus Energy Services Inc		1.4 Contractor Address 257 Sheep Davis Road Concord, NH 03301	
1.5 Contractor Phone Number 603-228-2224	1.6 Account Unit and Class Various	1.7 Completion Date July 31, 2026	1.8 Price Limitation $1,847,922.00
1.9 Contracting Officer for State Agency Ryan Fuller		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature Date: 4-19-24		1.12 Name and Title of Contractor Signatory Keith Goodwin, Operations Manager	
1.13 State Agency Signature Date: 5/14/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Duncan A. Edgar		On: May 31, 2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials KEG

Date 4-19-24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials KEG

Date 4-19-24

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Contractor Initials KEG

Date 4-19-24

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

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Date 4-19-24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Superior Plus Energy Services Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Propane Supply and Delivery Services in accordance with the bid submission in response to State Request for Bid 2891-24 and as described herein.

2. CONTRACT DOCUMENTS:

This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2891-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2891-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence on August 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through July 31, 2026, a period of approximately two (2) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed four (4) years.

4. SCOPE OF WORK:

DELIVERY POLICY, PROCEDURES, REQUIREMENTS

MINIMUM ORDERS:

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

CHANGING AWARDED LOCATIONS – APPLIES TO BOTH FORMATS:

Contractors that have multiple distribution sites (stores) from this bid will not transfer the management of a location from one store to another without giving the Bureau of Purchase and Property a fifteen (15) day advance written notice.

CHANGES IN FIXED PRICES OR MARK UPS:

The State will allow increases or require decreases in the posted markup cost or the fixed price stated equal to the value of the fee or tax if such increases or decreases occur after the award of the contract and are instituted by the State of federal government. This shall also apply to the PERC fee.

No increases in the posted mark-up cost will be allowed without the prior approval from the Administrator of the Bureau of Purchase and Property.

The State of New Hampshire Department of Administrative Services shall provide a Certificate of Exemption with respect to State purchases to the Contractor in support of a claim for credit or payment under section 6427 of the Internal Revenue Code. The supplied exemption certificates shall not apply to entities that choose to participate under the RSA 21-I provision.

TRANSITION OF AWARDED LOCATIONS AT CONTRACT INCEPTION:

Contractor Initials KEG

Date 4-19-24

The Contractor relinquishing the location to another contractor shall work with the agency affected to work out a schedule for picking up their tanks so as not to leave the agency without propane tanks and fuel. Upon picking up the tanks, the Contractor relinquishing the location shall weigh the tanks and credit the agency on their last invoice for any unused propane gas left in the tank at the time of pick up. For tanks too large to weigh, the Contractor shall credit the agency for the unused percentage of fuel in the tank at time of pick up. This credit process shall not apply to existing tanks that transfer ownership from the relinquishing Contractor to the new one.

PERMITS:

Some towns and cities may require permits to deliver/install tanks, please note, the agency requesting propane, shall be responsible for the payment of the permit.

DELIVERY - GENERAL:

State agencies shall contact successful contractor(s) and coordinate deliveries.

All deliveries will be made within 72 hours after receipt of order, regardless of method of delivery (tank wagon or motor transport). If a delivery cannot be made within the 72 hours after order receipt, the Contractor will contact the ordering agency and work to achieve a mutually beneficial delivery time. Weekends and holidays are NOT exempt from the stated delivery schedule and it is understood that Contractors are a 365-day delivery operation.

DELIVERY SLIP / BOL – All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.

SPILLS/ OVERFILLS – Most underground tanks are equipped with 4" tight fill adapters. (Exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. If a spill should occur during delivery or Contractor should deliver the wrong product to tanks, the Contractor assumes all responsibility and liability for spill, clean - up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately.

OVERFILLS – Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the Contractor to return to the site, pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the Contractors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of propane fuel, as it may deem necessary, during the contract period.

The State of New Hampshire will do everything possible to prevent over ordering, although if a tank is unable to take the full amount ordered, the ordering "agency" will attempt to place the fuel at another location where Contractor has a contract at no additional cost to the State.

EMERGENCIES – Contractor(s) further agrees to deliver in less time in case of emergencies to the best of their ability. If delivery requirements are not met, the State reserves the right to purchase elsewhere, charging any additional costs back to the Contractor.

The use of a private carrier to make delivery does not relieve the successful Contractor from the responsibility of meeting the delivery requirement.

DELIVERY SLIPS:

Delivery slips shall be left at each delivery location. Delivery slip shall indicate at minimum all data stated below.

- Quantity of product delivered;
- Description of product delivered;
- Date of delivery;
- Tank I.D. number if available;
- Delivery location, agency and physical address;
- State contract number.

Contractor Initials KEG

Date 4-19-24

Delivery driver shall make reasonable effort to obtain signature by agency or interested party; if no one is available to sign, driver shall sign delivery slip to include date and time.

DELIVERY – "WILL CALL" OR "AUTOMATIC":

There are locations stated on the attached location sheets that require "automatic delivery" and some do not. If they are not marked as automatic delivery, it shall be assumed they are will call locations.

Agencies wishing to change location delivery status from will call to automatic delivery shall contact the Contractor in writing and request the delivery format change. Agencies shall also provide the necessary previous delivery history data.

DELIVERY - AUTOMATIC REQUIREMENTS – CONTRACTOR RESPONSIBILITIES:

The successful Contractor shall manage the fuel levels in each automatic delivery required location. The tank(s) shall be managed in such a manner that the individual tank will not run out of fuel. If for any reason a tank runs dry, the successful Contractor will be responsible to:

- Immediately refuel tank.
- Restart any or all boilers / furnaces and or water heaters affected and perform any boiler / furnace maintenance required due to the fuel outage.
- Accept and process claims for damage caused to the building because of loss of heat such as, broken pipes, frozen coils, water damage, etc.

DELIVERY - AUTOMATIC REQUIREMENTS – STATE AGENCY RESPONSIBILITIES:

To assist in a smooth delivery operation (especially at the beginning of a new contract with a new delivery company), the ordering agency shall provide the Contractor with one (1) year's previous delivery history data so the Contractor may provide the delivery service in an accurate and efficient manner. This history data is available by request from the previous contracted contractor.

Agencies shall monitor their fuel tank consumption for the first four (4) months of a new contract to be sure they do not run out while the "automatic delivery" program builds a consumption history.

DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:

All delivery personnel will adopt the following safety procedures when making deliveries to any State location:

- Exercise caution when maneuvering to avoid damage to containment walls.
- Inspect tank, fittings and liquid level indicator prior to filling.
- Place drip pans under all hose fittings prior to loading or unloading.
- Block truck wheels before starting to load or unload.
- Remain with the vehicle while loading or unloading.
- Drain loading or unloading line to storage tank when loading or unloading is complete.
- Verify that all drain valves are closed before disconnecting loading or unloading lines.
- Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.
- Immediately report any leakage or spillage to the onsite State personnel.

All delivery vehicles will be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. If a spill should occur during delivery, the Contractor assumes all physical and financial responsibility, as well as all liability for any spill. All corrective action will take place within 24 hours upon incident awareness.

Delivery personnel will shut off all electrical devices (cellular phones, pagers etc.) while unloading product.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

Contractor Initials KEG

Date 4-19-24

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. USAGE REPORTING:

The Contractor shall submit a quarterly usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Ryan Fuller and sent electronically to christopher.r.fuller@das.nh.gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - Percentage of recycled materials contained within finished products
    - Percentage of waste recycled throughout the manufacturing process
    - Types and volume of packaging used for transport
    - Any associated material avoided and/or recycled as applicable under contract
    - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Format is Excel

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide Propane Supply and Delivery services strictly pursuant to, and in conformity with, the specifications described in State RFB #2891-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.

Contractor Initials KEG

Date 4-19-24

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD:

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials KEG

Date 4-19-24

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

The Contractor hereby agrees to provide Propane Supply and Delivery services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $1,847,922.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

10. PRICING STRUCTURE:

Contract financials	
Propane supply and delivery (statewide fixed locations)	$1.55/gallon
Propane supply and delivery (statewide temporary locations)	$1.99/gallon

11. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

12. INVOICE:

Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

It will be the responsibility of the Contractor to see that all invoices are complete and priced accurately per the terms, conditions and format of the bid. Inaccurate or incomplete invoices will be returned to the Contractor with a request for a new accurate and complete invoice. The State will make all efforts to pay all accurate and complete invoices within the payment term stated within this bid; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment.

Contractors **are** allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than the "OPIS Propane Daily" posting plus mark-up shall be considered a discount, unless notification to the agency, and a revised invoice, are not provided within 5 business days. ***Invoices shall indicate all data stated below at minimum:***

- Proper remit address
- Description of product delivered
- Date of delivery
- Tank I.D. number if available
- Delivery location, agency and physical address
- State contract reference number
- Contract price per gallon, index price plus (mark up or fixed as stated in offer section), on date of delivery
- PERC fee charged
- Contractor may offer a cash discount for earlier payment on invoices

INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:

When deliveries are required on weekends invoices for those delivery dates will be calculated against the posted journal price on the previous Friday. Weekends are defined between the hours or 12:01 AM Saturday and 12:00 PM midnight Sunday. If deliveries occur on a holiday that falls in the middle of the week (EXAMPLE:

Contractor Initials KEG

Date 4-19-24

THANKSGIVING IS OBSERVED ON A THURSDAY), invoices for those delivery dates will be calculated against the posted price on the previous business day.

The State of New Hampshire observes the following holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

13. PAYMENT:

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury.

Contractor Initials KEG

Date 4-19-24

EXHIBIT D - RFB 2891-24

RFB #2891-24 is incorporated here within.

Contractor Initials KEG

Date 4-19-24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials KEG

Date 4-19-24

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **780232**

Certificate Number: **0006671985**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2024.

David M. Scanlan
Secretary of State

Superior Plus Energy Services Inc

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andrew Desmann, President for the Corporation, on behalf of Superior Plus Energy Services Inc. herby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this 16th day of April, 2024

Mary Ellen Vassallo
4-16-2024

MARY ELLEN J VASSALLO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VA6412694
Qualified in Monroe County
Commission Expires January 04, 2025

Andrew Desmann
President
Superior Plus Energy Services Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Canada Limited
Suite 1100, 222 - 3rd Avenue SW
CalgaryT2P 0B4
CANADA

CN101789812-ALL-GGAWU-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	23043
INSURER B : The Travelers Indemnity Co Of Connecticut	25682
INSURER C : The Charter Oak Fire Insurance Company	25615
INSURER D : Travelers Casualty And Surety Company	19038
INSURER E :	
INSURER F :	

INSURED
Superior Plus Energy Services Inc.
1870 South Winton Road, Suite 200
Rochester, NY 14618-3960

COVERAGES **CERTIFICATE NUMBER:** HOU-003802544-11 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			TA1-B71-171518-013	11/01/2023	11/01/2024	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	1,000,000
							PRODUCTS - COMP/OP AGG	$	1,000,000
							DEDUCTIBLE	$	500,000
B	AUTOMOBILE LIABILITY			HC2E-CAP-4295L832- TCT-23 (AOS)	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
B	X ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			HRE-CAP-4295L820-TCT-23 (NY)	11/01/2023	11/01/2024	BODILY INJURY (Per person)	$	1,000,000
							BODILY INJURY (Per accident)	$	1,000,000
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB X CLAIMS-MADE DED ☐ RETENTION $			TL2-691-473591-013	11/01/2023	11/01/2024	EACH OCCURRENCE	$	4,000,000
							AGGREGATE	$	4,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-3X379778-23-NC-T (AOS)	11/01/2023	11/01/2024	X PER STATUTE ☐ OTH-ER		
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-3X35657A-23-NC-R (MA)	11/01/2023	11/01/2024	E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	CANADIAN COMM: GENERAL LIAB.			GLTOACDRA2023 (DED: CDN 500,000)	11/01/2023	11/01/2024	LIMIT		CDN 1,000,000
A	CANADIAN UMBRELLA			UMTOACDRBA023 (SIR: CDN 10,000)	11/01/2023	11/01/2024	LIMIT		CDN 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Follow Form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire, Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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AGENCY CUSTOMER ID: CN101789812
LOC #: Canada

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Canada Limited		Superior Plus Energy Services Inc. 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

-Canadian Commercial General Liability and Canadian Umbrella Policies were placed by Marsh Canada Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to these placements which are referenced here for your convenience.

-The Canadian Commercial General Liability Policy provides excess Difference in Conditions and Difference in Limits coverage to the US Commercial General Liability policy, except Pollution Liability.

- The Canadian Umbrella Policy provides excess Difference in Conditions and Difference in Limits coverage to the US Umbrella policy, except Pollution Liability.

1st Excess Policy:
Policy Number: CEX00692 / 1000176024231 / Carriers: Northbridge General Insurance Corporation / SSRU – 20% / Starr Insurance & Reinsurance Limited – 80%
Effective Dates: 11/01/2023 - 11/01/2024
Limit: CDN 1,000,000

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 04-04-2024

Company Name: Superior Plus Propane DBA Rymes

Address: 257 Sheep Davis Rd

Concord NH, 03301

To: Point of Contact: C. Ryan Fuller
Telephone: (603)-271-2201
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Propane Supply and Delivery
Bid Number: 2891-24
Bid Posted Date (on or by): 3/15/2024
Bid Closing Date and Time: 4/5/2024 11:00 AM (EST)
Dear C. Ryan Fuller,

[Insert name of signor] Keith Goodwin, on behalf of Superior Plus Propane [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2891-24 for Propane Supply and Delivery at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature _____ Authorized Signor's Title Operations manager

4/4/24

PATRICIA A HAVEY
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES MARCH 23, 2027
NOTARY PUBLIC

Contractor Initials KEG
Date 04-04-2024

REQUEST FOR BID FOR PROPANE SUPPLY AND DELIVERY FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract for Propane Supply and Delivery to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:
All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to C. Ryan Fuller at Christopher.r.fuller@das.nh.gov.

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:
All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is: https://apps.das.nh.gov/bidscontracts/bids.aspx.

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

3/15/2024	Bid Solicitation distributed on or by
4/3/2024	Last day for questions, clarifications, and/or requested changes to bid
4/5/2024	11:00 AM (EST) Bid Closing
8/1/2024	Implementation of Contract

Contractor Initials KEG
Date 04-04-2024

TERMS OF SUBMISSION:
All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:
The term of the contract shall commence on August 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through July 31, 2026, a period of approximately two (2) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:
The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost by District in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at https://apps.das.nh.gov/bidscontracts/bids.aspx.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:
Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Contractor Initials KEG
Date 04-04-2024

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:

The State of New Hampshire shall have the right to add and/or remove locations, and/or terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing.

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire AND in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://sos.nh.gov/corporation-division/.

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-

Contractor Initials KEG
Date 04-04-2024

Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- CERTIFICATE OF INSURANCE: Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death, or property damage in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:
Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

AUDITS AND ACCOUNTING:
The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:
The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

USAGE REPORTING:
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to C. Ryan Fuller at The Bureau of Procurement & Support Services and sent electronic to Christopher.r.fuller@das.nh.gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - Percentage of recycled materials contained within finished products
    - Percentage of waste recycled throughout the manufacturing process
    - Types and volume of packaging used for transport
    - Any associated material avoided and/or recycled as applicable under contract
    - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:
Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

Contractor Initials KEG
Date 04-04-2024

ELIGIBLE PARTICIPANTS:
Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:
Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm. Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:
Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

It will be the responsibility of the Vendor to see that all invoices are complete and priced accurately per the terms, conditions and format of the bid. Inaccurate or incomplete invoices will be returned to the Vendor with a request for a new accurate and complete invoice. The State will make all efforts to pay all accurate and complete invoices within the payment term stated within this bid; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment.
Vendors are allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than the "OPIS Propane Daily" posting plus mark-up shall be considered a discount, unless notification to the agency, and a revised invoice, are not provided within 5 business days. ***Invoices shall indicate all data stated below at minimum:***

- Proper remit address
- Description of product delivered
- Date of delivery
- Tank I.D. number if available
- Delivery location, agency and physical address
- State contract reference number
- Contract price per gallon, index price plus (mark up or fixed as stated in offer section), on date of delivery
- PERC fee charged
- Vendor may offer a cash discount for earlier payment on invoices

INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:
When deliveries are required on weekends invoices for those delivery dates will be calculated against the posted journal price on the previous Friday. Weekends are defined between the hours or 12:01 AM Saturday and 12:00 PM midnight Sunday. If deliveries occur on a holiday that falls in the middle of the week (EXAMPLE: THANKSGIVING IS OBSERVED ON A THURSDAY), invoices for those delivery dates will be calculated against the posted price on the previous business day.

The State of New Hampshire observes the following holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

TERMS OF PAYMENT:
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

Contractor Initials KEG
Date 04-04-2024

VENDOR RESPONSIBILITY:
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: https://apps.das.nh.gov/bidscontracts/bids.aspx. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda. The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked. It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://www.das.nh.gov/purchasing/vendorresources.aspx.

IF AWARDED A CONTRACT:
The successful Vendor shall complete the following sections if awarded a contract of the Agreement State of New Hampshire Form #P-37 see Appendix A (sample):

Section 1.3 Contractor Name
Section 1.4 Contractor Address
Section 1.11 Contractor Signature
Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATION COMPLIANCE:
Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

Successful Vendor(s) at their sole expense shall furnish, upon request by a using agency, an analysis from an approved laboratory of the fuel delivered to any State location.

PRODUCT TESTING:
The State reserves the right to test any product delivered to any of the fuel locations stated within this bid, or any locations added to the resulting contract over its term, for compliance to the product ordered or the specifications and standards herein. If the results of any such test performed determine that the product sold, furnished and delivered to any State location, does not meet the specifications of the product ordered or the specifications and standards established by the State of New Hampshire and/or the Federal Government, the Vendor responsible for the error will be reported to the NH Department of Environmental Services and held responsible for removing the incorrect product from the delivery location, cleaning of the tank if necessary, delivering the correct product and paying all charges associated with the error including the testing procedure. While the error conditions exist, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the Vendor. The Vendor would also be subject to the relative "default" conditions as stated in the Terms and Conditions section of this bid.

FEES AND TAXES:
Any and all relevant fees and taxes that are in place at the time of the bid offer will be included in the offered markup charge stated by the Vendor. This includes any environmental, superfund, transportation or excise tax or fees, which the Vendor may be deemed

Contractor Initials KEG
Date 04-04-2024

responsible. The State will allow increases or require decreases in the posted markup and transportation cost equal to the value of the fee or tax if such increases or decreases occur after the award of the contract and are instituted by the State or federal government. No increases in the posted mark-up and transportation cost will be allowed without the prior written approval from the Director of the Division of Procurement and Support Services.

SPECIFICATIONS:
Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SCOPE OF WORK:
Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

DELIVERY POLICY, PROCEDURES, REQUIREMENTS

MINIMUM ORDERS:
There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

CHANGING AWARDED LOCATIONS – APPLIES TO BOTH FORMATS:
Vendors that have multiple distribution sites (stores) from this bid will not transfer the management of a location from one store to another without giving the Bureau of Purchase and Property a fifteen (15) day advance written notice.

CHANGES IN FIXED PRICES OR MARK UPS:
The State will allow increases or require decreases in the posted markup cost or the fixed price stated equal to the value of the fee or tax if such increases or decreases occur after the award of the contract and are instituted by the State of federal government. This shall also apply to the PERC fee.

No increases in the posted mark-up cost will be allowed without the prior approval from the Administrator of the Bureau of Purchase and Property.

The State of New Hampshire Department of Administrative Services shall provide a Certificate of Exemption with respect to State purchases to the Vendor in support of a claim for credit or payment under section 6427 of the Internal Revenue Code. The supplied exemption certificates shall not apply to entities that choose to participate under the RSA 21-I provision.

TRANSITION OF AWARDED LOCATIONS AT CONTRACT INCEPTION:
The Vendor relinquishing the location to another vendor shall work with the agency affected to work out a schedule for picking up their tanks so as not to leave the agency without propane tanks and fuel. Upon picking up the tanks, the Vendor relinquishing the location shall weigh the tanks and credit the agency on their last invoice for any unused propane gas left in the tank at the time of pick up. For tanks too large to weigh, the Vendor shall credit the agency for the unused percentage of fuel in the tank at time of pick up. This credit process shall not apply to existing tanks that transfer ownership from the relinquishing Vendor to the new one.

PERMITS:
Some towns and cities may require permits to deliver/install tanks, please note, the agency requesting propane, shall be responsible for the payment of the permit.

DELIVERY - GENERAL:
State agencies shall contact successful vendor(s) and coordinate deliveries;

All deliveries will be made **within 72 hours after receipt** of order, regardless of method of delivery (tank wagon or motor transport). If a delivery cannot be made within the 72 hours after order receipt, the Vendor will contact the ordering agency and work to achieve a mutually beneficial delivery time. Weekends and holidays are NOT exempt from the stated delivery schedule and it is understood that bidders are a 365-day delivery operation.

DELIVERY SLIP / BOL – All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.

SPILLS/ OVERFILLS – Most underground tanks are equipped with 4" tight fill adapters. (Exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. If a spill should occur during delivery or Vendor should deliver the wrong product to tanks, the Vendor assumes all responsibility and liability for spill, clean - up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately.

Contractor Initials KEG
Date 04-04-2024

OVERFILLS – Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the Vendor to return to the site, pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the Vendors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.

The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of propane fuel, as it may deem necessary, during the contract period.

The State of New Hampshire will do everything possible to prevent over ordering, although if a tank is unable to take the full amount ordered, the ordering "agency" will attempt to place the fuel at another location where Vendor has a contract at no additional cost to the State.

EMERGENCIES – Vendor(s) further agrees to deliver in less time in case of emergencies to the best of their ability. If delivery requirements are not met, the State reserves the right to purchase elsewhere, charging any additional costs back to the Vendor.

The use of a private carrier to make delivery does not relieve the successful Vendor from the responsibility of meeting the delivery requirement.

DELIVERY SLIPS:

Delivery slips shall be left at each delivery location. Delivery slip shall indicate at minimum all data stated below.

- Quantity of product delivered;
- Description of product delivered;
- Date of delivery;
- Tank I.D. number if available;
- Delivery location, agency and physical address;
- State contract number.
- Delivery driver shall make reasonable effort to obtain signature by agency or interested party; if no one is available to sign, driver shall sign delivery slip to include date and time

DELIVERY – "WILL CALL" OR "AUTOMATIC":

There are locations stated on the attached location sheets that require "automatic delivery" and some do not. If they are not marked as automatic delivery, it shall be assumed they are will call locations.

Agencies wishing to change location delivery status from will call to automatic delivery shall contact the Vendor in writing and request the delivery format change. Agencies shall also provide the necessary previous delivery history data.

DELIVERY - AUTOMATIC REQUIREMENTS – VENDOR RESPONSIBILITIES:

The successful Vendor shall manage the fuel levels in each automatic delivery required location. The tank(s) shall be managed in such a manner that the individual tank will not run out of fuel. If for any reason a tank runs dry, the successful bidder will be responsible to:

1. Immediately refuel tank.
2. Restart any or all boilers / furnaces and or water heaters affected and perform any boiler / furnace maintenance required due to the fuel outage.
3. Accept and process claims for damage caused to the building because of loss of heat such as, broken pipes, frozen coils, water damage, etc.

DELIVERY - AUTOMATIC REQUIREMENTS – STATE AGENCY RESPONSIBILITIES:

To assist in a smooth delivery operation (especially at the beginning of a new contract with a new delivery company), the ordering agency shall provide the Vendor with one (1) year's previous delivery history data so the Vendor may provide the delivery service in an accurate and efficient manner. This history data is available by request from the previous contracted vendor.

Agencies shall monitor their fuel tank consumption for the first four (4) months of a new contract to be sure they do not run out while the "automatic delivery" program builds a consumption history.

DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:

All delivery personnel will adopt the following safety procedures when making deliveries to any State location:

1. Exercise caution when maneuvering to avoid damage to containment walls.
2. Inspect tank, fittings and liquid level indicator prior to filling.
3. Place drip pans under all hose fittings prior to loading or unloading.
4. Block truck wheels before starting to load or unload.
5. Remain with the vehicle while loading or unloading.

Contractor Initials KEG
Date 04-04-2024

6. Drain loading or unloading line to storage tank when loading or unloading is complete.
7. Verify that all drain valves are closed before disconnecting loading or unloading lines.
8. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.
9. Immediately report any leakage or spillage to the onsite State personnel.
10. All delivery vehicles will be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. If a spill should occur during delivery, the bidder assumes all physical and financial responsibility, as well as all liability for any spill. All corrective action will take place within 24 hours upon incident awareness.
11. Delivery personnel will shut off all electrical devices (cellular phones, pagers etc.) while unloading product.

Successful Vendor(s) are responsible for replacement of any State property that is damaged by the bidder(s) employees or equipment whether as the result of an incident at time of delivery or caused by heating system failure due to late delivery of fuel (building freeze ups). This stipulation applies to call in fuel requests exceeding the delivery time stated within and "automatic delivery" specified locations stated herein.

Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 AM and 4:00 PM for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:
Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

DISASTER RECOVERY:
Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No** (circle one)

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

DELIVERY TIME:
The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within 72 hours from the placement of the order. If a delivery cannot be made within the 72 hours after order receipt, the Vendor will contact the ordering agency and work to achieve a mutually beneficial delivery time.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

RETURNED GOODS:
The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

PRICING – BIDDING FORMATS

FIXED PRICE FORMAT BID BASIS:
Under the fixed price format, Vendor shall offer a price per gallon minus the "PERC" fee. The "PERC" fee shall be added to the Vendor's offered fixed price per gallon, by the State, to achieve the total fixed price per gallon per location as shown in the offer section. The total price offered shall remain firm for the contract term specified. The total price shall be based on the "ESTIMATED" volume stated for each of the locations being bid and the fixed price shall include all taxes, fees, delivery cost and all other charges.

INDEXED BASED FORMAT BID BASIS:
The propane prices shall be based on OPIS PROPANE DAILY RACK UPDATE, location: Selkirk NY. The OPIS PROPANE DAILY index prices shall be posted with 5 places to the right of the decimal (EX $1.25251)
If your company billing system can only go to the 4th decimal place, you may bill using only the 4 numbers to the right of the decimal. However, there will be no rounding up of the 5th place digit; pricing shall be formulated against the actual posted numbers within the index.

NOTE: Pricing offered under the fixed price format and the Indexed based format shall remain firm from the bidding opening date/time until 4:30 PM the next business day. The Bureau of Purchase and Property shall notify the apparent low bidder of their awarded locations based on the price format chosen within this period.

Contractor Initials KEG
Date 04-04-2024

All vendors quoting will use the attached daily "rack update" average propane price posted on page two (2) in the OPIS PROPANE DAILY out of Selkirk, New York as their base price. Thereafter, bidders will base their pricing, during the term of the contract, on the "OPIS PROPANE DAILY RACK UPDATE – average" plus their mark-up cost. Mark-up prices bid by the successful bidder shall remain firm for the product category for the term of the contract and any extension thereof and shall include delivery and all other charges.

Fuel price postings may increase or decrease during the term of the contract in accordance with the OPIS PROPANE DAILY RACK UPDATE – average propane price posted on Page 2. Mark-up prices offered by the bidder shall include all current taxes and fees (except the 'PERC' fee) to achieve the total mark-up cost per gallon offered by the bidder. This value shall be added to the index price posted for the date of delivery to achieve the total price per gallon for the product delivered.

OFFER:
Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension. **Please see Attachment 1: Vendor Offer Sheet for offer section.** Quotes in lieu of a completed offer sheet will not be accepted.

Additionally, Vendor shall provide pricing below for State temporary locations:

Department	Location	Contact Person and Telephone	Physical Address	Remit Address	Tank Quantity	Tank Size (Gallons)	Estimated Annual Usage (Gallons)	Tank Supplied By	Fixed Price/Gallon (Excludes PERC Fee)
Varies	Varies	Varies	Varies	Varies	Varies	Varies	1,000	Department	$1.999

VENDOR CONTACT INFORMATION:
Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Keith Goodwin
Contact Person

603-228-2224
Local Telephone Number

1-800-773-0309
Toll Free Telephone Number

keithg@rymes.com
E-mail Address

rymes.com
Company Website

Superior Plus Propane DBA Rymes
Vendor Company Name

257 Sheep Davis Rd
Vendor Address

Concord NH, 03301

Vendor Number

DUNS and/or SAM.GOV Number

DELIVERY LOCATIONS:
Attachment 1: Vendor Offer Sheet contains the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

ATTACHMENTS:
The following attachments are an integral part of this bid invitation:
Appendix A: Sample Form Number P-37
Attachment 1: Vendor Offer Sheet

THE BID OPENING IS OPEN TO THE PUBLIC ONLINE AT THE FOLLOWING:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting

Contractor Initials KEG
Date 04-04-2024

Meeting ID: 290 672 970 513
Passcode: 2Wj4UD
Download Teams | Join on the web
Join with a video conferencing device
nhgov@m.webex.com
Video Conference ID: 113 025 221 7
Alternate VTC instructions
Or call in (audio only)
+1 603-931-4944,,384723982# United States, Concord
Phone Conference ID: 384 723 982#
Find a local number | Reset PIN
Learn More | Meeting options

Contractor Initials KEG
Date 04-04-2024

APPENDIX A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

> Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials KEG
Date 04-04-2024

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials KEG
Date 04-04-2024

RFB 2891-24 Attachment 1: Vendor Offer Sheet	
Vendor Name: Superior Plus Energy Services	Agency: Multiple
Bid Description: Propane Supply and Delivery	
Bid Number: 2891-24	Agent Name: Ryan Fuller

Legend:
Blue Font - Automatic Delivery
Red Font - Seasonal Delivery (May-Oct)
Green Font - Call Prior to Delivery to Have Gate Opened

SECTION 1: ALL DISTRICTS

District	Department	Location	Contact Person and Telephone	Physical Address	Remit Address	Tank ID	Fuel Type	Tank Location	Tank Quantity	Tank Size (Gallons)	Estimated Annual Usage (Gallons)	Tank Supplied By	Fixed Price/Gallon (Excludes PERC Fee)	Mark-Up Price/Gallon (Excludes PERC Fee)
1	DAS Courts Facilities	Berlin Courthouse	Jim Barrett 603-931-0008	650 Main Street Berlin	NH Admin Services Court Facilities Room 115 25 Capitol Street Concord, NH 03301		Propane	Underground	2	1,000	10,000	State	$1.55	$1.55
1	DES Dams Bureau	Murphy Dam	Alan Williams 603-538-6530	11 Murphy Dam Road Pittsburg	PO Box 95 95 Hazen Drive Concord, NH 03302		Propane	Above Ground	1	200	200	Vendor	$1.55	$1.55
1	DMAVS	Littleton FMS	Dan Avery 603-568-6271	350 Meadow Street Littleton	DMAVS Business Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	6,500	Vendor	$1.55	$1.55
1	DMAVS	Littleton Readiness Center	Dan Avery 603-568-6271	350 Meadow Street Littleton	DMAVS Business Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	1	1,000	7,000	State	$1.55	$1.55
1	DMAVS	Littleton CHP	Dan Avery 603-568-6271	350 Meadow Street Littleton	DMAVS Business Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	100	State	$1.55	$1.55
1	DMAVS	Berlin Readiness Center	Dan Avery 603-568-6271	2169 Riverside Drive Berlin	DMAVS Business Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	2	1,000	11,000	State	$1.55	$1.55
1	DNCR	Franconia-Lafayette Campground Stand-By Generator	John Ireland 603-823-9513	26 Lafayette Campground Road Franconia	NH DNCR Business Office PO Box 1856 Concord, NH 03302		Propane	Above Ground	1	500	500	Vendor	$1.55	$1.55
1	DNCR	Crawford Notch Harts Location Concessions	Erik Nelson 603-724-4497	2057 US Route 302 Harts Location	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	125	250	Vendor	$1.55	$1.55
1	DNCR	Crawford Notch Harts Location Managers Cabin	Erik Nelson 603-724-4497	2057 US Route 302 Harts Location	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	125	250	Vendor	$1.55	$1.55
1	DNCR	Franconia-Cannon Mountain Snowbase	George Lemerise or Philip Porter 603-823-8800	2760 Profile Road Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	500	Vendor	$1.55	$1.55
1	DNCR	Franconia-Cannon Mountain Snowbase Maintenance Platform	George Lemerise or Philip Porter 603-823-8800	2750 Profile Road Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	5	100	500	Vendor	$1.55	$1.55
1	DNCR	Franconia-Cannon Mountain Notchview Lodge	George Lemerise or Philip Porter 603-823-8800	2660 Profile Road Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	120	Vendor	$1.55	$1.55
1	DNCR	Franconia-Cannon Mountain Sewage Treatment	George Lemerise or Philip Porter 603-823-8800	103 Tramway Drive Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	500	Vendor	$1.55	$1.55
1	DNCR	Franconia-Cannon Mountain Tram Retail/Valley Station	George Lemerise or Philip Porter 603-823-8800	103 Tramway Drive Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	60	120	Vendor	$1.55	$1.55
1	DNCR	Franconia-Lafayette Campground Lafayette Lodge	John Ireland 603-823-9513	26 Lafayette Campground Road Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	75	75	Vendor	$1.55	$1.55
1	DNCR	Franconia-Lafayette Campground Shower Building	John Ireland 603-823-9513	26 Lafayette Campground Road Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,500	Vendor	$1.55	$1.55

1	DNCR	Franconia-Cannon Mountain Peabody Lodge	George Lemerise or Philip Porter 603-823-8800	2650 Profile Road Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	3	120	600	Vendor	$1.55	$1.55
1	DNCR	Franconia-Cannon Mountain Peabody Lodge	George Lemerise or Philip Porter 603-823-8800	2650 Profile Road Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	3,400	Vendor	$1.55	$1.55
1	DNCR	Jericho State Park Jericho Cabin	Clint Savage 603-419-9825	Caron Road Berlin	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	250	250	Vendor	$1.55	$1.55
1	DNCR	Sargent Purchase Mount Washington Summit	Nathaniel Camille 603-892-8302	Mount Washington Summit	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	800	Vendor	$1.55	$1.55
1	DNCR	Franconia-Cannon Mountain Brookside Leaning Center	George Lemerise or Philip Porter 603-823-8800	9 Franconia Notch Road Franconia	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Underground	1	1,000	4,000	State	$1.55	$1.55
1	DNCR	Crawford Notch Harts Location Bath House	Erik Nelson 603-724-4497	2057 US Route 302 Harts Location	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
1	DNCR	Milan Hill State Park	Justin Bellen 603-271-2214	Milan Hill Road Milan	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	800	State	$1.55	$1.55
1	DNCR	Berlin-Jericho Mountain State Park Bath House	Andrew Zboray 603-491-1327	297 Jericho Lake Road Berlin	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	850	Vendor	$1.55	$1.55
1	DNCR	Berlin-Jericho Mountain State Park Visitors Center	Andrew Zboray 603-491-1327	298 Jericho Lake Road Berlin	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	750	Vendor	$1.55	$1.55
1	DNCR	Mollidgewock State Park Managers Cottage	Andrew Zboray 603-491-1327	1437 Berling Road Route 16 Errol	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	250	Vendor	$1.55	$1.55
1	DNCR	Gorham-Moose Brook State Park Bath House	Andrew Zboray 603-491-1327	59 Moose Brook Campground Road Gorham	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
1	DNCR	Lake Francis State Park Visitor Center/Bath House	Sandy Young 603-538-6707	439 River Road Pittsburg	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	1,500	Vendor	$1.55	$1.55
1	DNCR	Lake Francis State Park Old Managers Cottage	Sandy Young 603-538-6707	439 River Road Pittsburg	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
1	DNCR	Lake Francis State Park GNW Maintenance Garage	Sandy Young 603-538-6707	439 River Road Pittsburg	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	1,500	Vendor	$1.55	$1.55
1	DNCR	Pittsburg Deer Mountain Campground Compopper Cottage	Sandy Young 603-538-6707	5309 Main Street Pittsburg	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	120	750	Vendor	$1.55	$1.55
1	DNCR	Pittsburg Deer Mountain Campground Managers Cottage	Sandy Young 603-538-6707	5309 Main Street Pittsburg	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	500	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Visitor Center/Bath House	Sandy Young 603-538-6707	1155 Diamond Pond Road Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	2,000	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Lodges Lodge/Office	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	200	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Lodges Pumphouse	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	120	800	Vendor	$1.55	$1.55

1	DNCR	Coleman State Park Lodges Whiskey Jack Cottage	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	200	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Lodges Osprey Cottage	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	200	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Lodges Snowy Owl Cottage	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	200	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Lodges Falcon Cottage	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	200	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Lodges Maintenance Garage	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Camper Cabins (2)	Sandy Young 603-538-6707	1155 Diamond Pond Road Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	4	25	100	Vendor	$1.55	$1.55
1	DNCR	Coleman State Park Lodges Diamond Hall	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	200	Vendor	$1.55	$1.55
1	DNCR	Umbagog State Park Cabin #1	Andrew Zboray 603-491-1327	235 East Route 26 Cambridge	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	200	Vendor	$1.55	$1.55
1	DNCR	Umbagog State Park Managers Residence	Andrew Zboray 603-491-1327	235 East Route 26 Cambridge	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	100	Vendor	$1.55	$1.55
1	DNCR	Umbagog State Park Bath House	Andrew Zboray 603-491-1327	235 East Route 26 Cambridge	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	750	Vendor	$1.55	$1.55
1	DNCR*	Coleman State Park Remote Camper Cabins	Sandy Young 603-538-6707	35 Eckerd Way Stewartstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	8	25	200	Vendor	$1.55	$1.55
1	DNCR**	Umbagog State Park Remote Ellis Cabins (4)	Andrew Zboray 603-491-1327	235 East Route 26 Cambridge	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	8	25	250	State	$1.55	$1.55
1	DOS	Holden Hill	Joshua Mann 603-271-2421	1201 Diamond Pond Road Stewartstown	33 Hazen Drive 911 Concord, NH 03301		Propane	Above Ground	1	500	150	Vendor	$1.55	$1.55
1	DOS	NH Fire Academy Burton Facility	Jeff Phillips 603-419-9457	660 Trudeau Road Bethlehem	Fire Standards & Training 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	2	125	600	Vendor	$1.55	$1.55
1	DOS	NH Fire Academy Burton Facility	Jeff Phillips 603-419-9457	80 Ray Burton Drive Bethlehem	Fire Standards & Training 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	1	15,000	30,000	State	$1.55	$1.55
1	DOS State Police	Twin Mountain Troop F	Lieutenant Gary Prince 603-223-8477	549 Route 302 Twin Mountain	B&PA 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	1	240	700	Vendor	$1.55	$1.55
1	DOT Bridge Maintenance	Carroll Shed	Harvey Stinson 603-419-9506	790 Route 3 South Twin Mountain	DOT Bridge Maintenance PO Box 483 Concord, NH 03303		Propane	Above Ground	1	500	500	Vendor	$1.55	$1.55
1	DOT Bridge Maintenance	Lancaster Shed	Joe Ingerson 603-419-0524	647B Main Street Lancaster	DOT Bridge Maintenance PO Box 483 Concord, NH 03303		Propane	Above Ground	2	500	1,500	Vendor	$1.55	$1.55
1	DOT Highway Maintenance	Colebrook Shed	Stephany Morin 603-788-4641	306 Valley Road Colebrook	NH DOT District 1 641 Main Street Lancaster, NH 03584		Propane	Above Ground	1	1,000	2,100	Vendor	$1.55	$1.55
1	DOT Highway Maintenance	Franconia-Butterfield Shed	Stephany Morin 603-788-4641	327 Butterhill Road Franconia	NH DOT District 1 641 Main Street Lancaster, NH 03584		Propane	Above Ground	2	250	500	Vendor	$1.55	$1.55
1	DOT Highway Maintenance	Pinkhams Grant Shed 109P	Stephany Morin 603-788-4641	469 Route 16 Pinkhams Grant	NH DOT District 1 641 Main Street Lancaster, NH 03584		Propane	Above Ground	2	240	1,000	Vendor	$1.55	$1.55

1	DOT Highway Maintenance	Twin Mountain Fuel Facility Generator	Stephany Morin 603-788-4641	500 Route 302 West Twin Mountain	NH DOT District 1 641 Main Street Lancaster, NH 03584		Propane	Above Ground	1	300	500	State	$1.55	$1.55
1	DOT Highway Maintenance	Lisbon Shed 114	Stephany Morin 603-788-4641	233 South Main Street Lisbon	NH DOT District 1 641 Main Street Lancaster, NH 03584		Propane	Underground	1	1,000	870	Vendor	$1.55	$1.55
1	DOT Highway Maintenance	District 1 Office	Stephany Morin 603-788-4641	641 Main Street Lancaster	NH DOT District 1 641 Main Street Lancaster, NH 03584		Propane	Underground	1	1,000	2,000	Vendor	$1.55	$1.55
1	Fish & Game	Lancaster Readiness Center	Lieutenant Mark Ober Jr. 603-788-3164	532 Main Street Lancaster	Business Office 11 Hazen Drive Concord, NH 03301		Propane	Underground	1	1,000	6,000	State	$1.55	$1.55
1	Fish & Game	Berline Hatchery	Wayne Paschal 603-449-3412	3783 York Pond Road Berlin	Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	6	100	600	Vendor	$1.55	$1.55
1	Fish & Game	Berline Hatchery	Wayne Paschal 603-449-3412	3783 York Pond Road Berlin	Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	3	500	500	Vendor	$1.55	$1.55
1	Fish & Game	Berlin Hatchery White House	Wayne Paschal 603-449-3412	3783 York Pond Road Berlin	Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	500	500	Vendor	$1.55	$1.55
1	Fish & Game	Pittsburg Wardens Camp	Lieutenant Mark Ober Jr. 603-788-3164	Magalloway Road Pittsburg	Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	2	500	1,000	State	$1.55	$1.55
1	Fish & Game	Twin Mountain Hatchery	Wayne Paschal 603-449-3412	1450 Route 3 North Twin Mountain	Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	4	250	2,200	Vendor	$1.55	$1.55
1	Liquor Commission	Lancaster Liquor Store #37	Charlene Everson 603-230-7099	199A Main Street Lancaster	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55
1	Liquor Commission	Colebrook Liquor Store #18	Annie Bullis 603-230-7045	16 Metallack Place Colebrook	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	2	2,000	1,300	Vendor	$1.55	$1.55
1	Liquor Commission	Glen Liquor Store #54	Annie Bullis 603-230-7045	Route 302 Shopade Shopping Center Glen	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55
1	NH Employment Security	Berlin Employment Security Office	Mark Belanger 603-752-5500	151 Pleasant Street Berlin	Employment Security Fiscal Management 45 South Fruit Street Concord, NH 03301		Propane	Underground	1	1,000	3,000	State	$1.55	$1.55
2	DOT Highway Maintenance	Orford Patrol Shed	Steve Tolbert 603-353-4530	946 Route 10 Orford	DOT District #2 8 Eastman Hill Road Enfield, NH 03747		Propane	Above Ground	1	100	50	Vendor	$1.55	$1.55
2	DOT Highway Maintenance	Canaan Patrol Shed Shed 205-2	Steve Albrecht 603-448-2654	490 New Hampshire Route 118 Canaan	DOT District #2 8 Eastman Hill Road Enfield, NH 03747		Propane	Above Ground	1	100	200	Vendor	$1.55	$1.55
2	Fish & Game	Warren Fish Hatchery	Sterling Baker 603-764-8593	Route 25 Fish Hatchery Road Warren	Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	12	125	1,000	Vendor	$1.55	$1.55
2	Fish & Game	New Hampton Hatchery Net Shop	Kristine Rines 603-744-5470	29 Hatchery Road New Hampton	Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	250	500	Vendor	$1.55	$1.55
2	Fish & Game	New Hampton Hatchery C Station	Scott Phinney 603-744-3863	52 Hatchery Road New Hampton	Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	2	250	500	Vendor	$1.55	$1.55
2	Fish & Game	New Hampton Hatchery Garage	Kristine Rines 603-744-5470	200 Main Street New Hampton, NH	Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	250	250	Vendor	$1.55	$1.55
2	Fish & Game	New Hampton Hatchery Region 2 Office	Kristine Rines 603-744-5470	200 Main Street New Hampton	Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	250	250	Vendor	$1.55	$1.55
2	HHS Glencliff	Glencliff Home	Dave Brown 603-989-3111	Glencliff Home Maintenance Shop Glencliff	Glencliff Home High Street Glencliff, NH 03238		Propane	Above Ground	2	250 'Q' Style	1,000	Vendor	$1.55	$1.55
2	HHS Glencliff	Glencliff Home	Dave Brown 603-989-3111	Glencliff Home Spare/Culvert Thawer Glencliff	Glencliff Home High Street Glencliff, NH 03238		Propane	Above Ground	4	100	250	Vendor	$1.55	$1.55

2	HHS Glencliff	Glencliff Home	Dave Brown 603-989-3111	Glencliff Home Wood Chip Boiler Building Glencliff	Glencliff Home High Street Glencliff, NH 03238		Propane	Underground	3	2,000	6,000	State	$1.55	$1.55
2	HHS Glencliff	Glencliff Home	Dave Brown 603-989-3111	Glencliff Home Home Dietary/Kitchen Glencliff	Glencliff Home High Street Glencliff, NH 03238		Propane	Underground	1	1,000	3,000	State	$1.55	$1.55
2	HHS Glencliff	Glencliff Home	Dave Brown 603-989-3111	Glencliff Home Paint Shop Glencliff	Glencliff Home High Street Glencliff, NH 03238		Propane	Above Ground	2	250 'Q' Style	750	Vendor	$1.55	$1.55
2	Liquor Commission	West Lebanon Liquor Store #60	Annie Bullis 603-230-7045	263 Plainfield Road West Lebanon	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55
2	Liquor Commission	New Hampton Liquor Store #44	Annie Bullis 603-230-7045	325 Route 104 New Hampton	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55
2	Liquor Commission	Plymouth Liquor Store #19	Annie Bullis 603-230-7045	22 Ridge View Road Plymouth	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55
2	NH Employment Security	Claremont Employment Office	Robin Untiet 603-228-4152	404 Washington Street Claremont	Employment Security Fiscal Management 45 South Fruit Street Concord, NH 03301		Propane	Above Ground	1	1,000	3,000	State	$1.55	$1.55
3	DAS BFAM	Laconia Lakes Region Dube Building	Lee Smith 603-271-9502	1 Right Way Path Laconia	NH DAS-BFAM 129 Pleasant Street Concord, NH 03301		Propane	Above Ground	3	1,000	5,000	Vendor	$1.55	$1.55
3	DAS BFAM	Laconia Lakes Region Water Metering House	Lee Smith 603-271-9502	1 Right Way Path Laconia	NH DAS-BFAM 129 Pleasant Street Concord, NH 03301		Propane	Above Ground	1	100	500	Vendor	$1.55	$1.55
3	DAS BFAM	Laconia Lakes Region Maintenance Shop	Lee Smith 603-271-9502	1 Right Way Path Laconia	NH DAS-BFAM 129 Pleasant Street Concord, NH 03301		Propane	Above Ground	1	500	2,000	Vendor	$1.55	$1.55
3	DES	Laconia Winnisquam Maintenance Shop	Craig Shippee 603-528-6746	202 Water Street Laconia	DES-WRBP 202 Water Street Laconia, NH 03246		Propane	Above Ground	2	1,000	6,500	Vendor	$1.55	$1.55
3	DES	Laconia Jewett Brook Pump Station	Craig Shippee 603-528-6746	73 Strafford Street Laconia	DES-WRBP 202 Water Street Laconia, NH 03246		Propane	Above Ground	1	1,000	200	Vendor	$1.55	$1.55
3	DES Dams Bureau	Laconia Dams Bureau Office	Daniel Mattaini 603-271-8867	93 Elm Street Laconia	Dams Bureau PO Box 95 Concord, NH 03302		Propane	Above Ground	1	500	100	State	$1.55	$1.55
3	DNCR	Belknap Mountain	Justin Bellen 603-271-2214	Belknap Mountain Road Gilford	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	1,000	1,000	State	$1.55	$1.55
3	DNCR	Tamworth Park Manager House	Greg Preville 603-485-9869	32 Managers Way Tamworth	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	125	1,000	Vendor	$1.55	$1.55
3	DNCR	Tamworth-White Lake State Park Garage	Erik Nelson 603-323-7350	1632 White Mountain Highway Tamworth	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	125	1,000	Vendor	$1.55	$1.55
3	DNCR	Tamworth-White Lake State Park Area #2 Bath House	Erik Nelson 603-323-7350	1632 White Mountain Highway Tamworth	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
3	DNCR	Tamworth-White Lake State Park Area #1 Bath House	Erik Nelson 603-323-7350	1632 White Mountain Highway Tamworth	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
3	DOS	Oak Hill	Joshua Mann 603-271-2421	264 Tower Road Loudon	33 Hazen Drive 911 Concord, NH 03301		Propane	Above Ground	1	500	150	Vendor	$1.55	$1.55
3	DOS	Mount Whittier	Joshua Mann 603-271-2421	400 Gilman Valley Road Ossipee	33 Hazen Drive 911 Concord, NH 03301		Propane	Above Ground	6	100	100	State	$1.55	$1.55
3	DOS Marine Patrol	Belmont Warehouse	John Howard 603-293-0557	3 Higgins Drive Belmont	New Hapmshire Marine Patrol PO Box 1150 Belmont, NH 03220		Propane	Above Ground	1	18,000	5,000	State	$1.55	$1.55
3	DOS Marine Patrol	Gilford Marine Patrol	John Howard 603-293-0557	31 Dock Road Gilford	Business Office 10 Hazen Drive Concord, NH 03305		Propane	Above Ground	2	1,000	3,000	Vendor	$1.55	$1.55

3	DOS State Police	New Hampton Firing Range	Cynthia Hagerty 603-223-8437	Route 132 New Hampton	DOS-State Police 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	2	120	750	State	$1.55	$1.55
3	DOS State Police	Tamworth Troop E	Lieutenant James Fogarty 603-223 - 8838	1864 Route 16 Tamworth	B&PA 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	1	1,000	1,600	Vendor	$1.55	$1.55
3	DOT Fuel Distribution	Fuel Distribution Gilford	Brian Pike 603-271-8931	1 Lily Pond Road Gilford	DOT Fuel Distribution PO Box 483 Concord, NH 03302		Propane	Above Ground	1	120	700	Vendor	$1.55	$1.55
3	DOT Fuel Distribution	Fuel Distribution Tamworth	Brian Pike 603-271-8931	1864 White Mountain Highway Tamworth	DOT Fuel Distribution PO Box 483 Concord, NH 03302		Propane	Above Ground	1	120	700	Vendor	$1.55	$1.55
3	DOT Bridge Maintenance	Emergency Generator	Nancy Spaulding 603-524-6667	2 Sawmill Road Gilford	DOT Bridge Maintenance PO Box 483 Concord, NH 03304		Propane	Above Ground	1	500	1,500	State	$1.55	$1.55
3	DOT Bridge Maintenance	New Hampton Bridge Maintenance	Will Fullerton 603-419-0479	98 Dot Drive New Hampton	DOT Bridge Maintenance PO Box 483 Concord, NH 03303		Propane	Above Ground	2	250	1,500	Vendor	$1.55	$1.55
3	DOT Bridge Maintenance	Ossipee Shed	Will Irvine 603-396-6557	15 Hodgedon Shore Road Ossipee	DOT Bridge Maintenance PO Box 483 Concord, NH 03303		Propane	Above Ground	1	500	500	Vendor	$1.55	$1.55
3	DOT Highway Maintenance	Thornton Patrol Shed	Roger Lamontagne 603-524-6667	22 Laundromat Road Thornton	DOT District #3 2 Sawmill Road Gilford, NH 03249		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
3	DRED Bureau of Trails	Tamworth-White Lake State Park Trails Bureau Building	Mike Weeks 603-419-9826	1632 White Mountain Highway Tamworth	NH DRED Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
3	Fish & Game	Owl Brook Hunter Education Building A Shooting Range	Tom Flynn 603-536-1290	387 Perch Pond Road Holderness	New Hampshire Fish & Game Hunters Education 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	120	100	Vendor	$1.55	$1.55
3	Fish & Game	Owl Brook Hunter Education Building B Garage	Tom Flynn 603-536-1290	387 Perch Pond Road Holderness	NH Fish & Game Hunters Education 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	500	650	Vendor	$1.55	$1.55
3	Fish & Game	New Durham Powder Hill Hatchery Residence	EJ Malone 603-859-2041	287 Merrymeeting Lake Road New Durham	NH Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	100	250	Vendor	$1.55	$1.55
3	Fish & Game	New Durham Powder Hill Hatchery	EJ Malone 603-859-2041	288 Merrymeeting Lake Road New Durham	NH Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	100	250	Vendor	$1.55	$1.55
3	Fish & Game	New Durham Powder Hill Hatchery	EJ Malone 603-859-2041	288 Merrymeeting Lake Road New Durham	NH Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	2	300	1,000	Vendor	$1.55	$1.55
3	FNSP Cannon Mountain	FNSP Cannon Mountain- Lincoln	Amy Swift 603-986-7901	Flume Gorge Visitor Center 852 US Route 3 Lincoln	FNSP/Cannon Mountain 260 Tramway Drive Franconia, NH 03580		Propane	Above Ground	1	1,000	8,000	Vendor	$1.55	$1.55
3	Liquor Commission	Conway Liquor Store #23	Annie Bullis 603-230-7045	234 White Mountain Highway Suite #9 Conway	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	4	250	3,000	Vendor	$1.55	$1.55
3	Liquor Commission	Campton Liquor Store #65	Annie Bullis 603-230-7045	25 Vintinner Road Campton	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	4	100	3,000	Vendor	$1.55	$1.55
3	Liquor Commission	New London Store #64	Annie Bullis 603-230-7045	293 Newport Road New London	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55
3	NH Employment Security	Conway Employment Office	Robin Untiet 603-228-4152	518 White Mountain Highway Conway	Employment Security Fiscal Management 45 South Fruit Street Concord, NH 03301		Propane	Above Ground	1	1,000	3,000	State	$1.55	$1.55
4	DMAVS	Hillsborough Readiness Center	Adam Sheldon 603-715-5975	140 West Main Street Hillsborough	DMAVS Business Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	1	1,000	8,500	State	$1.55	$1.55

4	DMAVS	Hillsborough FMS	Adam Sheldon 603-715-5975	140 West Main Street Hillsborough	DMAVS Business Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	2	1,000	9,900	State	$1.55	$1.55
4	DNCR	Bear Brook State Park	Christina Pacuk 603-892-5004	Office-Store 1 Lower Road Allenstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	3	1,000	3,000	Vendor	$1.55	$1.55
4	DNCR	Washington-Pillsbury State Park Park Office	Erik Nelson 603-724-4497	100 Pillsbury Park Road Washinton	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	250	250	Vendor	$1.55	$1.55
4	DNCR	Washington-Pillsbury State Park Generator	Erik Nelson 603-724-4497	100 Pillsbury Park Road Washinton	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	125	125	Vendor	$1.55	$1.55
4	DNCR	Pitcher Mountain Fire Tower	Justin Bellen 603-271-2214	Route 123 North Stoddard	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	16	100	700	Vendor	$1.55	$1.55
4	DNCR	Jaffery-Mondanock State Park Residence	Will Kirkpatrick 603-532-8862	116 Poole Road Jaffrey	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	250	Vendor	$1.55	$1.55
4	DNCR	Jaffery-Mondanock State Park Workshop	Will Kirkpatrick 603-532-8862	116 Poole Road Jaffrey	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	120	250	Vendor	$1.55	$1.55
4	DNCR	Jaffery-Mondanock State Park Store	Will Kirkpatrick 603-532-8862	116 Poole Road Jaffrey	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	120	400	Vendor	$1.55	$1.55
4	DNCR	Jaffery-Mondanock State Park Toilet Building	Will Kirkpatrick 603-532-8862	116 Poole Road Jaffrey	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	1,000	Vendor	$1.55	$1.55
4	DNCR	Jaffery-Monadnock State Park Gilson Pond Campground	Will Kirkpatrick 603-532-8862	Gilson Pond Campground Jaffrey	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	500	Vendor	$1.55	$1.55
4	DNCR	Greenfield State Park Shower Building #12	Tara Blaney 603-485-1031	Campground Road Greenfield	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	2,000	Vendor	$1.55	$1.55
4	DNCR	Peterborough-Shieling Forest Learning Center (Green Barn)	AJ Dupere 603-431-6774	397 Old Street Road Peterborough	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	100	900	Vendor	$1.55	$1.55
4	DNCR	Chersterfield Gorge State Park	Tara Blaney 603-485-1031	1823 Route 9 Chesterfield	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	250	500	Vendor	$1.55	$1.55
4	DOS	Miller Park	Joshua Mann 603-271-2421	239 Miller Park Road Peterborough	33 Hazen Drive 911 Concord, NH 03301		Propane	Above Ground	1	500	125	Vendor	$1.55	$1.55
4	DOS	Hyland Hill	Joshua Mann 603-271-2421	376 Hyland Hill Road Westmoreland	33 Hazen Drive 911 Concord, NH 03301		Propane	Above Ground	7	100	125	Vendor	$1.55	$1.55
4	DOT Highway Maintenance	Swanzey District Office	Shauna Chamberlain 603-352-2300	Barn 406 19 Base Hill Road Swanzey	DOT District #4 19 Base Hill Road Swanzey, NH 03446		Propane	Above Ground	4	100	-	Vendor	$1.55	$1.55
4	DOT Highway Maintenance	Swanzey District Office	Shauna Chamberlain 603-352-2300	Barn 406 19 Base Hill Road Swanzey	DOT District #4 19 Base Hill Road Swanzey, NH 03446		Propane	Above Ground	1	250	1,000	Vendor	$1.55	$1.55
4	DOT Highway Maintenance	Swanzey District Office	Shauna Chamberlain 603-352-2300	District Office 19 Base Hill Road Swanzey	DOT District #4 19 Base Hill Road Swanzey, NH 03446		Propane	Above Ground	2	1,000	4,000	Vendor	$1.55	$1.55
4	DOT Highway Maintenance	Swanzey District Office	Shauna Chamberlain 603-352-2300	Warehouse 19 Base Hill Road Swanzey	DOT District #4 19 Base Hill Road Swanzey, NH 03446		Propane	Above Ground	2	120	450	Vendor	$1.55	$1.55
5	DAS	Concord State Surplus	Jason Wright 603-271-3241	144 Clinton Street Concord	NH Administrative Services Room 418 25 Capitol Street Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55

5	DAS	Federal Surplus Warehouse	Jason Wright 603-271-3241	144 Clinton Street Concord	NH Administrative Services Room 418 25 Capitol Street Concord, NH 03301		Propane	Above Ground	1	120	-	Vendor	$1.55	$1.55
5	DES	DES Dams Bureau	Andrew Stout 603-419-9222 Gail Timmins 603-271-7868	72 Silk Farm Road Concord	NHDES PO Box 95 29 Hazen Drive Concord, NH 03302	7370, 7375	Propane	Above Ground	2	1,000	6,500	State	$1.55	$1.55
5	DES	DES Spill Response/Watershed	W. Gardner Warr 603-271-3440 David Neils 603-271-8865	70 Silk Farm Road Concord	NHDES PO Box 95 29 Hazen Drive Concord, NH 03302	24499638	Propane	Above Ground	1	1,000	2,000	State	$1.55	$1.55
5	DES	Ossipee Lake Dam	Gail Timmins 603-271-7868	Iron Works Road Effingham	NHDES PO Box 95 29 Hazen Drive Concord, NH 03302		Propane	Above Ground	2	500	1,300	State	$1.55	$1.55
5	DMAVS	AASF	Jake Mellarky 603-225-1387	26 Regional Drive Concord	DMAVS Business Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	4	120	350	Vendor	$1.55	$1.55
5	DMAVS	Milford Readiness Center Addition	Adam Sheldon 603-715-5975	152 Osgood Road Milford	DMAVS Business Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	2	1,000	3,500	Vendor	$1.55	$1.55
5	DNCR	Bear Brook State Park Manager House	Christina Barton 603-485-9869 or 603-485-2034	10 Podunk Road Allenstown	NH DNCR C/O Christina Barton 10 Podunk Road Allenstown, NH 03275		Propane	Above Ground	1	100	200	Vendor	$1.55	$1.55
5	DNCR	Bear Brook State Park DD+M Shop	Randall Duquette 603-931-2661	157 Deerfield Road Allenstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	3	100	300	Vendor	$1.55	$1.55
5	DNCR	Bear Brook State Park Warehouse	Dave Kullgren 603-227-8739	157 Deerfield Road Allenstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	2,000	Vendor	$1.55	$1.55
5	DNCR	Mount Kearsarge	Justin Bellen 603-271-2214	Kearsarge Road	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	600	State	$1.55	$1.55
5	DNCR	Bear Brook State Park Bath House 1	Christina Barton 603-485-9869 or 603-485-2034	Beach Road Allenstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
5	DNCR	Bear Brook State Park Bath House 3	Christina Barton 603-485-9869 or 603-485-2034	1 Campground Road Allenstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
5	DNCR	Bear Brook State Park Store	Christina Barton 603-485-9869 or 603-485-2034	1 Lower Road Allenstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	1,000	Vendor	$1.55	$1.55
5	DNCR	Pisgah State Park Horseshoe Road Garage	Kim Nilsen 603-439-7587	Horseshoe Road Allenstown	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	250	1,500	Vendor	$1.55	$1.55
5	DOC	Condord Central Warehouse Forklift	Robert Bennett 603-668-6137	3 McGuire Street Concord	NH Department of Corrections PO Box 1806 Concord, NH 03302		Propane	Above Ground	6	10	200	Vendor	$1.55	$1.55
5	DOS	Warner Hill	Joshua Mann 603-271-2421	2 Wardens Way Derry	33 Hazen Drive 911 Concord, NH 03301		Propane	Above Ground	1	500	100	Vendor	$1.55	$1.55
5	DOS	Fire Standards Maintenance Building	James Minery 603-419-9451	98 Smokey Bear Boulevard Concord	Fire Standards & Training 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	1	1,000	5,000	Vendor	$1.55	$1.55
5	DOS	Fire Standards Drillyard	James Minery 603-419-9451	98 Smokey Bear Boulevard Concord	Fire Standards & Training 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	1	15,000	30,000	State	$1.55	$1.55
5	DOS	Fire Standards ARFF Site	James Minery 603-419-9451	98 Smokey Bear Boulevard Concord	Fire Standards & Training 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	1	30,000	70,000	State	$1.55	$1.55
5	DOS	State Police Troop D	Lieutenant Mike Commerford 603-223-8496	139 Iron Works Road Concord	B&PA 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	2	1,000	6,800	Vendor	$1.55	$1.55

5	DOS	State Police Troop B	Lieutenant Brian Trask 603-223-8364	16 Eastpoint Drive Bedford	B&PA 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	2	1,000	3,700	Vendor	$1.55	$1.55
5	DOT Bridge Maintenance	Beford Crew 14	Rick McAllister 603-419-0484	8 Eastpoint Drive Bedford	DOT Bridge Maintenance PO Box 483 Concord, NH 03303		Propane	Above Ground	1	500	1,200	Vendor	$1.55	$1.55
5	DOT Bridge Maintenance	Allenstown Bridge Maintenance	Reed Deinhardt 603-396-4645	269 River Road Allenstown	DOT Bridge Maintenance PO Box 483 Concord, NH 03304		Propane	Above Ground	2	250	2,000	Vendor	$1.55	$1.55
5	DOT Highway Maintenance	Derry Patrol Shed 528	Gary Clifford 603-666-3336	41B Kendall Pond Road Derry	NH DOT District 5 16 East Point Drive Bedford, NH 03110		Propane	Above Ground	3	1,000	5,000	Vendor	$1.55	$1.55
5	DOT Highway Maintenance	Salem Patrol Shed 514	Gary Clifford 603-666-3336	54 Shadow Lake Road Salem	NH DOT District 5 16 East Point Drive Bedford, NH 03110		Propane	Above Ground	2	1,000	1,500	Vendor	$1.55	$1.55
5	DOT Highway Maintenance	Manchester Patrol Shed 527	Gary Clifford 603-666-3336	25 Route 101E Manchester	16 East Point Drive Bedford, NH 03110		Propane	Above Ground	2	1,000	3,500	Vendor	$1.55	$1.55
5	DOT Traffic Maintenance	Bow-Hacket Hill Radio Site Generator	David Chase 603-271-6862	100 South Bow Road Bow	NH Department of Transportation Traffice Management Center PO Box 483 Concord, NH 03301		Propane	Above Ground	1	120	100	State	$1.55	$1.55
5	DOT Traffic Maintenance	Traffic Forklifts	Bill McGraw 603-271-6304	18 Smokey Bear Boulevard Concord	DOT Traffic Maintenance 18 Smokey Bear Boulevard PO Box 483 Concord, NH 033302		Propane	Above Ground	18	40	-	State	$1.55	$1.55
5	DOT Traffic Maintenance	Traffic Propane Shed	Bill McGraw 603-271-6304	18 Smokey Bear Boulevard Concord	DOT Traffic Maintenance 18 Smokey Bear Boulevard PO Box 483 Concord, NH 033302		Propane	Above Ground	8	100	-	State	$1.55	$1.55
5	DOT Traffic Maintenance	Traffic Propane Shed	Bill McGraw 603-271-6304	18 Smokey Bear Boulevard Concord	DOT Traffic Maintenance 18 Smokey Bear Boulevard PO Box 483 Concord, NH 033302		Propane	Above Ground	17	20	-	State	$1.55	$1.55
5	DOT Traffic Maintenance	Traffic Stand-By Generator	Peter Crouch 603-271-2291	I-93 Exit 13 Southbound/US 3	DOT Turnpikes PO Box 2950 Concord, NH 03302		Propane	Underground	1	500	200	State	$1.55	$1.55
5	DOT Turnpikes	Hooksett Main Tolls	Sam Newsom 603-485-3806	36 Hackett Hill Hooksett	DOT Turnpikes PO Box 2950 Concord, NH 03302		Propane	Above Ground	3	1,000	16,000	State	$1.55	$1.55
5	Fish & Game	Milford Fish Hatchery	Theresa Rogers 603-673-1416	North River Road Milford	Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	120	240	Vendor	$1.55	$1.55
5	Fish & Game	Milford Fish Hatchery	Theresa Rogers 603-673-1416	North River Road Milford	Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	2	1,000	2,000	Vendor	$1.55	$1.55
5	Fish & Game	Milford Fish Hatchery	Theresa Rogers 603-673-1416	North River Road Milford	Fish & Game Business Office 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	500	1,000	State	$1.55	$1.55
5	HHS Youth Services	Manchester YDC	Ron Laflamme 603-625-5471 x311	1056 North River Road Manchester	NH DJJS Accounts Payable 1056 North River Road Manchester, NH 03104		Propane	Above Ground	1	500	500	Vendor	$1.55	$1.55
5	Liquor Commission	New London Liquor Store #64	Annie Bullis 603-230-7045	293 Newport Road New London	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	State	$1.55	$1.55
5	Liquor Commission	Epsom Liquor Store #83	Annie Bullis 603-230-7045	1912 Dover Road Epsom	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55

5	Liquor Commission	Warner Liquor Store #82	Annie Bullis 603-230-7045	14 Nichols Mills Lane Warner	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55
5	Liquor Commission	Raymond Liquor Store #62	Annie Bullis 603-230-7045	Raymond Shopping Center Route 27 Raymond	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	500	1,000	State	$1.55	$1.55
5	Liquor Commission	Brookline Liquor Store #22	Annie Bullis 603-230-7045	44A Route 13 Brookline	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	4,000	Vendor	$1.55	$1.55
5	Liquor Commission	Concord Liquor Store #85	Annie Bullis 603-230-7045	11 Merchants Way Concord	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	6,000	Vendor	$1.55	$1.55
5	NH Employment Security	Salem Office	Robin Untiet 603-223-2338	29 South Broadway Salem	Employment Security Fiscal Management 45 South Fruit Street Concord, NH 03301		Propane	Underground	1	1,000	2,500	State	$1.55	$1.55
6	DAS Court Facilities	Rockingham County Superior Court	Jonathan Barnard 603-582-5886	#10 Route 125 Brentwood	NH Admin Services Court Facilities Room 115 25 Capitol Street Concord, NH 03301		Propane	Above Ground	1	18,000	60,000	State	$1.55	$1.55
6	DHHS	Hampstead Hospital	Aaron Stuart 603-329-5311	218 East Road Hampstead	Hampstead Hospital 218 East Road Hampstead, NH 03841	136241	Propane	Above Ground	1	1,000		Vendor	$1.55	$1.55
6	DHHS	Hampstead Hospital	Aaron Stuart 603-329-5311	218 East Road Hampstead	Hampstead Hospital 218 East Road Hampstead, NH 03841	8057	Propane	Above Ground	1	1,000		Vendor	$1.55	$1.55
6	DHHS	Hampstead Hospital	Aaron Stuart 603-329-5311	218 East Road Hampstead	Hampstead Hospital 218 East Road Hampstead, NH 03841	1909	Propane	Above Ground	1	500	10,000	Vendor	$1.55	$1.55
6	DHHS	Hampstead Hospital	Aaron Stuart 603-329-5311	218 East Road Hampstead	Hampstead Hospital 218 East Road Hampstead, NH 03841	P9910983	Propane	Above Ground	1	500		Vendor	$1.55	$1.55
6	DHHS	Hampstead Hospital	Aaron Stuart 603-329-5311	218 East Road Hampstead	Hampstead Hospital 218 East Road Hampstead, NH 03841	764679	Propane	Above Ground	1	500		Vendor	$1.55	$1.55
6	DMAVS	Portsmouth Readiness Center	Kevin Colwell 603-507-9884	801 McGee Drive Portsmouth	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	1	1,000	7,000	State	$1.55	$1.55
6	DMAVS	Portsmouth-Pease Trade Port Building #146	Russell Bellottie 603-430-2418	Pease Trade Port ANGB	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	2,000	Vendor	$1.55	$1.55
6	DMAVS	Portsmouth-Pease Trade Port Building #157	Russell Bellottie 603-430-2418	Pease Trade Port ANGB	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	250	500	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #5 Mess Hall and 2 Generators	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	1	1,000	5,000	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #6 Thomas Hall	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	1,000	5,000	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #8 Skills	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	1	1,000	5,000	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #9 Maintenance	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	250	5,000	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #10/11 EST	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	1	1,000	5,000	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #12 EST	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	1	1,000	5,000	Vendor	$1.55	$1.55

6	DMAVS Center Strafford Training Site	Building #4 Lower FOSS	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	250	1,000	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #2 Upper FOSS	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	250	1,000	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #3 McClean	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	250	1,000	Vendor	$1.55	$1.55
6	DMAVS Center Strafford Training Site	Building #1 Administration	Kevin Colwell 603-507-9884	19 Austin Cate Drive Strafford	Adjutant General Buisness Office 4 Pembroke Road Concord, NH 03301		Propane	Underground	2	1,000	5,000	Vendor	$1.55	$1.55
6	DNCR	Rye-Wallis Sands Stand-By Generator	Ryan Klink 603-545-2139	900 Ocean Boulevard Route 1A Rye	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	125	500	Vendor	$1.55	$1.55
6	DNCR	Kingston State Park	Tara Blaney 603-485-1031	124 Maint Street Kingston	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	250	250	Vendor	$1.55	$1.55
6	DNCR	Portsmouth-Wentworth State Park Coolidge Mansion	Ben Wilson 603-271-3556	397 Little Harbor Road Portsmouth	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	500	Vendor	$1.55	$1.55
6	DNCR	Rye-Ordiorne State Park Science Center	Ryan Klink 603-545-2139	570 Ocean Boulevard Rye	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	1,000	1,000	Vendor	$1.55	$1.55
6	DNCR	Rye Harbor State Park Ragged Neck Cottage	Ryan Klink 603-545-2139	1730 Ocean Boulevard Rye	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	120	-	Vendor	$1.55	$1.55
6	DNCR	Rye-Wallis Sands Shower Building	Ryan Klink 603-545-2139	900 Ocean Boulevard Route 1A Rye	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	2	125	500	Vendor	$1.55	$1.55
6	DNCR	Nottingham-Pawtuckaway State Park Toilet Building #6	Dave Richardson 603-895-3031	128 Mountain Road Nottingham	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	300	1,200	Vendor	$1.55	$1.55
6	DNCR	Nottingham-Pawtuckaway State Park Toilet Building #5	Dave Richardson 603-895-3031	128 Mountain Road Nottingham	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	300	1,200	Vendor	$1.55	$1.55
6	DNCR	Nottingham-Pawtuckaway State Park Toilet Building #5	Dave Richardson 603-895-3031	128 Mountain Road Nottingham	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	300	1,200	Vendor	$1.55	$1.55
6	DNCR	Nottingham-Pawtuckaway State Park Toilet Building #6	Dave Richardson 603-895-3031	128 Mountain Road Nottingham	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	300	1,200	Vendor	$1.55	$1.55
6	DNCR	Portsmouth- Wentworth Coolidge Mansion State Historic Site	Matthew Flanders 603-271-3238	375 Little Harbor Road Portsmouth	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	500	Vendor	$1.55	$1.55
6	DNCR	Bathroom Buildings Horse Island Camping Area	Dave Richardson 603-895-3031	7 Pawtuckaway Road Nottingham	NH DNCR Business Office 172 Pembroke Road Concord, NH 03301		Propane	Above Ground	1	500	2,000	Vendor	$1.55	$1.55
6	DOS	Blue Job	Joshua Mann 603-271-2421	968 First Crown Point Farmington	33 Hazen Dr 911 Concord, NH 03301		Propane	Above Ground	8	100	210	State	$1.55	$1.55
6	DOS	State Police Troop A	Lieutenant John Hennessey 603-223-8490	315 Calef Highway Route 101 Epping	B&PA 33 Hazen Drive Concord, NH 03305		Propane	Above Ground	1	1,000	3,000	Vendor	$1.55	$1.55
6	DOS	State Police Troop A	Lieutenant John Hennessey 603-223-8490	315 Calef Highway Route 101 Epping	Support Services 10 Hazen Drive Concord, NH		Propane	Above Ground	1	500	400	State	$1.55	$1.55
6	DOT Highway Maintenance	Lee Patrol Shed #605	Mike Lavoie 603-868-1133	65 Pinkham Road Lee	NH DOT District #6 PO Box 740 Durham, NH 03824		Propane	Above Ground	9	100	330	Vendor	$1.55	$1.55
6	DOT Highway Maintenance	Exeter Patrol Shed #607	Ken Mailhot 603-868-1133	253 Epping Road Exeter	NH DOT District #6 PO Box 740 Durham, NH 03824		Propane	Above Ground	2	120	490	Vendor	$1.55	$1.55

6	DOT Highway Maintenance	Strafford Patrol Shed #602	Mike Lavoie 603-868-1133	1011 Parker Mountain Road Strafford	NH DOT District #6 PO Box 740 Durham, NH 03824		Propane	Above Ground	2	120	490	Vendor	$1.55	$1,55
6	DOT Traffic Maintenance	Traffic Stand-By Generator	Peter Crouch 603-271-2291	Route 101/108 Intersection Stratham	NH DOT TTRAFFIC 18 SMOKEY BEAR BLVD PO BOX 483 CONCORD, NH 03302		Propane	Underground	1	250	300	State	$1.55	$1.55
6	DOT Turnpikes	Hampton Brine Maintenance	Sam Newsom 603-485-3806	2 Liberty Lane West Hampton	NH DOT Turnpikes PO Box 2950 Concord, NH 03302		Propane	Above Ground	1	1,000	800	State	$1.55	$1.55
6	Fish & Game	Brentwood-UNH DER Farm	Colonel Kevin Jordan 603-271-3128	287 South Road Brentwood	NH Fish & Game 11 Hazen Drive Concord, NH 03301		Propane	Above Ground	1	120	300	Vendor	$1.55	$1.55
6	Fish & Game	Great Bay Discovery Center	Cory Riley 603-868-1095	69 Depot Road Greenland	NH Fish & Game 11 Hazen Drive Concord, NH 03301	1179142	Propane	Above Ground	1	57	200	Vendor	$1.55	$1.55
6	Liquor Commission	Somerworth Liquor Store #13	Annie Bullis 603-230-7045	481 High Street Somersworth	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	1	1,000	6,000	Vendor	$1.55	$1.55
6	Liquor Commission	Hampton Liquor Store #76	Annie Bullis 603-230-7045	I- 95 North Hampton	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	2	1,000	8,000	State	$1.55	$1.55
6	Liquor Commission	Epping Liquor Store #76	Annie Bullis 603-230-7045	4 Calef Highway Route 101 Epping	NH Liquor Commission Accounts Payable PO Box 503 Concord, NH 03302		Propane	Above Ground	2	1,000	8,000	State	$1.55	$1.55