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Charles M. Arlinghaus Commissioner

State of New Hampshire

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

Catherine A. Keane Deputy Commissioner

Sheri L. Rockburn Assistant Commissioner

January 10, 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 Retroactive amendment to an existing contract (Contract #8002878) with Superior Plus Energy Services Inc (VC#297357), Dover, NH, for propane supply and delivery, to add three locations to the contract and increase the price limitation by \$14,078.00 from \$1,962,554.62 to an amount up to and not to exceed \$1,976,632.62 effective upon Governor and Executive Council approval through July 31, 2024. The original contract (Contract #8002878) was approved by the Commissioner of the Department of Administrative Services on July 29, 2021, and most recently amended with the Commissioner of the Department of Administrative Services approval on June 23, 2023.

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

This request is **Retroactive** because the Department of Transportation has requested to have one location added to this contract (Contract #8002878) with Superior Plus Energy Services Inc for supply and delivery of propane. The Patrol Shed 527 location in Bedford, NH was missed as an added location as part of the Fifth Amendment. This was found upon subsequent Department of Transportation site audits, and the Department of Administrative Services was notified of the error. The vendor has honored all propane purchases made at the \$1.44 per gallon contracted price over the last year. Adding this location would result in a zero (0) sum cost difference.

As previously stated, the original contract (Contract #8002878) was approved by the Commissioner of the Department of Administrative Services, on July 29, 2021. It was subsequently amended on September 28, 2021; on October 6, 2021; on December 2, 2021; on February 11, 2022; on April 29, 2022; and on June 23, 2023, by the Commissioner of the Department of Administrative Services under Manual of Procedures (MOP) section 150 VII, C.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

MOP section 150 VII, C allows the Department of Administrative Services to enter into a commodities contract without Governor and Executive Council approval under certain circumstances. The Department of Administrative Services exercised this option under subsection B "The immediate procurement of commodities would result in a financial benefit to the State which would not be obtained if a delay in procurement were to occur."

The Department of Administrative Services Bureau of Courts has requested to have one location added to this contract (Contract #8002878) with Superior Plus Energy Services Inc for supply and delivery of propane. The Lebanon Courthouse has undergone a facility upgrade to remove older heating systems previously powered by fuel #2 heating oil and has switched to newer heating systems powered by propane.

In addition, the Department of Environmental Services has requested to have one location added to this contract (Contract #8002878) with Superior Plus Energy Services Inc for supply and delivery of propane. The Murphy Dam site is being converted from a temporary propane site facility to a permanent propane site facility.

Under the terms of the original contract (Contract #8002878) the State reserves the right to add/delete items/locations to the contract. This **Retroactive** amendment, upon approval, would add the Department of Transportation Patrol Shed 527 to the existing contract (Contract #8002878), as well as add the Lebanon Courthouse and Murphy Dam locations, resulting in a price limitation increase to the state of \$14,078.00, from \$1,962,554.62 up to and not to exceed \$1,976,632.62.

Contract financials	
Current contract price limitation	\$1,962,554.62
Patrol shed 527 estimated propane usage (gallons)	3,500
Price per gallon (propane)	\$1.44
Patrol shed 527 estimated total cost	\$5,040.00
Lebanon courthouse estimated propane usage (gallons)	6,000
Price per gallon (propane)	\$1.44
Lebanon courthouse estimated total cost	\$8,640.00
Murphy dam estimated propane usage (gallons)	200
Price per gallon (propane)	\$1.99
Murphy dam estimated total cost	\$398.00
Total estimated price limitation increase	\$14,078.00
New requested price limitation	\$1,976,632.62

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

Based on the foregoing, I am respectfully recommending Retroactive approval of the contract amendment with Superior Plus Energy Services Inc.

Respectfully submitted,

Charles M. Arlinghaus

Commissioner

SEVENTH AMENDMENT TO THE CONTRACT BETWEEN SUPERIOR PLUS ENERGY SERVICES INC AND THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, FOR PROPANE SUPPLY AND DELIVERY SERVICES CONTRACT # 8002878

This Seventh Amendment (hereinafter referred to as the "Amendment"), dated this day of December, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc (hereinafter referred to as "the Contractor") for Propane Supply and Delivery Services.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment and approved by Department of Administrative Services Commissioner on September 28, 2021, amended by the Second Amendment and approved by Department of Administrative Services Commissioner on October 6, 2021, amended by the Third Amendment and approved by the Department of Administrative Services Commissioner on December 2, 2021, amended by the Fourth Amendment and approved by the Department of Administrative Services Commissioner on February 11, 2022, amended by the Fifth Amendment and approved by Department of Administrative Services Commissioner on April 29, 2022, amended by the Sixth Amendment and approved by the Department of Administrative Services Commissioner on June 23, 2023, and set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

- Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 - 1.8 \$1,976,632.62
- 2. Add the following to locations to appropriate Districts, Appendix A Pricing by Location:

				District 1				
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE #	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl PERC fee)
NHDES – Dam Bureau	MURPHY DAM	ALAN WILLIAMS 603-538- 6530	11 Murphy Dam Road, Pittsburg, NH 03592	PO Box 95 95 Hazen Drive, Concord, NH 03302	1/200	200	VENDOR	\$1.99

Contractor Initials: 46
Date: 12-7-23

				District 2				
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE #	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl PERC fee)
DAS - COURT FACILITIES	LEBANON DISTRICT COURT	JOHN CIMIKOSKI 603-931- 9058	38 Centerra Parkway, Lebanon, NH 03766	25 Capitol Street, Room 115 Concord, NH 03301	1/2000	6,000	STATE	\$1.44

			Dist	trict 5				
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE #	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl PERC fee)
DOT – Patrol Shed	PATROL SHED 527	GARY CLIFFORD 603-666- 3336	25 Route 101E, Manchester, NH 03110	16 East Point Drive Bedford, NH 03110	2/1000	3,500	VENDOR	\$1.44

Previous Total Price Limitation	\$1,962,554.62
Apply Contract Increase This Amendment	\$14,078.00
New Total Price Limitation	\$1,976,632.62

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 29, 2021, shall remain in full force and effect.

Contractor Initials: 46
Date: 12-7-23

SUPERIOR PLUS ENERGY SERVICES INC	STATE OF NEW HAMPSHIRE
Ву:	By: Clarical
(Print Name)	Charles M. Arlinghaus (Print Name)
Title: Operations Wanager Date: 12-7-23	Title: <u>Commissioner</u> <u>Department of Administrative Services</u>
Date: 12-1-2)	Dale: 1-3-23
	OFFICE OF THE ATTORNEY GENERAL
	By: Duncan A. Edgar
	Duncan A. Edgar (Print Name)
	Title: Attorney
	Dale: January 16, 2024
	The foregoing contract was approved by the Governor and Council of New
	Hampshire on
	Signed:
	(Print Name)
	Title:

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. If 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: 0006239634



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of May A.D. 2023.

David M. Scanlan Secretary of State

Superior Plus Energy Services Inc.

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andrew Peyton, President of 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 11th day of December, 2023

Andrew J. Peyton President & COO

Superior Plus Energy Services Inc.

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL Coleen Matey Notary Public Dalaware County My Commission Expires 2/17/2027 Commission #1383562

my commission expires 2/17/27



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2023

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.

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Room 102 Concord, NH 03301 AUTHORIZED REPRESENTATIVE of Marsh USA LLC Warsh USA LLC	110	

AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



AGENCY Marsh Canada Limited		NAMED INSURED Superior Plus Energy Services Inc. 1870 South Winton Road, Suite 200	
DLICY NUMBER		Rochester, NY 14618-3960	
ARRIER	NAIC CODE		
ADDITIONAL DEMANA		EFFECTIVE DATE:	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SC FORM NUMBER: 25 FORM TITLE:			
ORM NUMBER: 25 FORM TITLE:	Certificate of Liability Insura	ince	
-Canadian Commercial General Liability and Canadian Umbrel placements which are referenced here for your convenience.	la Policies were placed by Marsh Canada L	imited. Marsh USA Inc. has only acted in the role of a consultant	to the client with respect to these
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STATE OF NEW HAMPSHIRE **BUREAU OF PURCHASE AND PROPERTY**

STATE HOUSE ANNEX - ROOM 102 25 CAPITOL ST CONCORD NH 03301-6398

DATE: June #2023

CONTRACT FOR: Fuel- Propane, Supply and Deliver

CONTRACT #:

8002878

COMMODITY/NIGP CODE: 405-0300

CONTRACTOR: Superior Plus Energy Services Inc

VENDOR CODE #:

297357

SUBMITTED FOR ACCEPTANCE BY:

Claudia Digitally signed by Claudia Box

by Claudia Roy Date: 2023.06.01

Roy

15:00:05 -04'00'

PURCHASING AGENT

COLIN CAPELLE, ADMINISTRATOR

BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=MTS, a=DPSS, au=Dept Administrative Services, email=Mathew.T.Stanton@das.nh.gov.

· 22/2022

MATHEW T. STANTON, DEPUTY DIRECTOR

BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER

DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE_6/23/23



Charles M. Arlinghaus Commissioner

State of New Hampshire

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

Catherine A. Keane Deputy Commissioner

Sheri L. Rockburn Assistant Commissioner

June 20, 2023

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

INFORMATIONAL ITEM

Pursuant to the provisions of MOP 150 VII, C, the Department of Administrative Services (DAS) has entered into an amendment with an existing contract (Contract #8002878) with Superior Plus Energy Services Inc (VC#297357). Dover, NH, for propane and delivery, by increasing the price limitation by \$1,483,185.02 from \$479,369.60 to \$1,962,554.62 and by extending the completion date from July 31, 2023 to July 31, 2024 which will result in a financial benefit to the State. The term became effective upon the Commissioner of the Department of Administrative Services approval on August 1, 2023 through July 31, 2024,

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

EXPLANATION

Manual of Procedures section 150 VII. C allows the DAS to enter into a commodities contract without Governor and Executive Council approval under certain conditions. The DAS exercised this option under section b "The immediate procurement of commodities would result in a financial benefit to the State which would not be obtained if a delay in procurement were to occur."

The DAS, through the Bureau of Purchase and Property, issued request for information (RFI) 2023-355 on April 14, 2023, with responses due on April 28, 2023 to address the cost of the additional locations needed under contract (Contract #8002878) for propane and delivery. This RFI reached 143 vendors through the NIGP electronic sourcing platform with an additional

TUD ACCESS: RELAY NH 1-800-705-2964

8 vendors directly sourced. There were two compliant responses received. The lowest cost response to the RFI was from the incumbent, Superior Plus Energy Services Inc. Atlantic Petroleum, the second lowest cost and comparable alternative, submitted amounts that were approximately 60% higher than Superior Plus Energy Services Inc. The results from this RFI offered compelling justification that it would be in the best interest of the State to extend the current contract (Contract #8002878) for an additional year at the current locked-in rates, rather than to rebid for a new contract. Communications with Superior Plus Energy Services Inc. and the primary using agency NH Department of Transportation indicated that locking in fixed rates for Propane is time sensitive and the contractor would have a limited window to commit the volume necessary to meet the states needs for the additional year.

This amendment by notification adds twenty additional locations throughout the State and continues propane fuel services for an additional year, per the contract terms, while ensuring a cost avoidance to the State of approximately \$1.2 million dollars. Superior Plus Energy Services Inc has agreed to extend under the same pricing, terms and conditions for an additional year. For the purpose of comparison Atlantic Petroleum submitted \$3.25 per gallon for deliveries exceeding 1,000 gallons or \$3.60 per gallon for deliveries less than 1,000 gallons. The incumbent price per gallon remains \$1.44 and \$1.99 respectively.

Contract financia	uls
Current price limitation	\$479,369.60
Current contract spend	\$1,330,474.02
Add new locations (20)	\$152,711.00
New price limitation	\$1,962,554.62
Savings/benefit to the State	\$1,286,345.38

Based on the foregoing, I am respectfully submitting notification and acknowledgement of the approved waiver for this contract amendment with Superior Plus Energy Services Inc.

Respectfully submitted,

Charles M. Arlinghaus Commissioner

DOT District	Sum of EST, annual gallons	Sum of Estimated annual spend	Original	Add tot orig	Add exist loc	New local	Check			Add tocation S
1	123,500	\$187,355.00	93,465	30,035	18,035	12,000		123,500	TRUE	\$17,280.00
2	178,700	\$271,188.00	91,325	87,375	84,375	3,000		178,700	TRUE	\$5,970.00
3	153,200	\$233,068.00	44,950	108,250	95,850	12,400		153,200	TRUE	\$20,276.00
4	54,900	\$92,696.00	30,975	23,925	17,425	6,500		54,900	TRUE	\$12,935.00
5	289708	\$414,496.92	180,934	108,774	81,774	27,000		289,708	TRUE	\$46,580.00
6	190,190	\$281,891.10	137,820	52,370	20,370	32,000		190,190	TRUE	\$47,180.00
Temporary	1,000	\$2,490.00				1,000		1,000	TRUE	\$2,490.00
ESL. total	991,198	\$1,483,185:02	579,469	410,729	317,829	93,900				\$152,711.00

Contract financials				
Current price limitation	\$479,369.60			
Actual contract expenditure	\$1,330,474.02			
Add new locations (20)	\$152,711.00			
New recommended price limitation	\$1,962,554.62			
MOP 150 VII, C savings	51,286,345.38			

Gallons	
Current estimated gallon usage	579,469
Estimated 12 month existing locations	317,829
Listimated add new location usage	93,900
l'istimated total location usage	991,198

Competitor total

\$3,248,900.00

SIXTH AMENDMENT TO THE CONTRACT BETWEEN SUPERIOR PLUS ENERGY SERVICES INC AND THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, FOR PROPANE SUPPLY AND DELIVERY CONTRACT # 8002878

This Sixth Amendment (hereinafter referred to as the "Amendment"), dated this 20th day of June 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on September 28, 2021, amended by the Second Amendment on October 6, 2021, amended by the Third Amendment on December 2, 2021, amended by the Fourth Amendment on February 11, 2022, amended by the Fifth Amendment on April 29, 2022 and set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

- 1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following: \$1,962,554.62
- 2. Delete in its entirety from agreement the Completion Date and substitute the following:

July 31, 2024

3. Add the following to locations to appropriate Districts, Appendix A - Pricing by Location:

			DIS	TRICT I				
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL (excl. PERC fee)
рот	Lancaster District Office	Jennifer Fortin 768- 4641	641 Main Street Lancaster, NH	641 Main Street Lancaster, NH	1/2000	7,000	Vendor	\$1.44
DOT	Colebrook Water Shed	Jennifer Fortier 788- 4641	306 Valley Rd. Colebrook, NH 03576	NHDOT, District 1, 641 Main Street, Lancaster, NH 03584	1/1000	3,000	Vendor	\$1.44
NH DES	DES- Pittsburg	DAN MATTAINI 271-3406	11 Murphy Dam Road	NH ENV. SERVICES, DAM	1/1000	2,000	Agency	\$1.44

	Pittsburg NH	BUREAU PO BOX 95 CONCORD, NH 03302		
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	1		DIS	STRICT 2				
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANK\$/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	FIXED PRICE/GAL (excl. PERC fee)
Department of Safety	Mitchell Hill	Joshua Mann 271-2421	Mitchell Hill 58 Castle Road Haverhill, NH	33 Hazen Drive Concord, NH 03301	l– 500- gallons	1,500	VENDOR	\$1.99
DOT Bridge Maintenance	DOT Bridge Maintenance- Sunapee	Chris Moen 603-419-0480	96 Nutting Rd. Sunapee NH 03782	NHDOT Bridge Maintenance PO Box 483 Concord, NH 03302	2/100	1,500	Vendor	\$1.99

			DIS	TRICT 3				
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL (excl. PERC fee)
Bureau of Fuel Distribution	Bureau of Fuel Distribution- Gilford	Brian Pike 603-271-8931	1 Lily Pond Rd. Gilford NH 03249	PO Box 483 Concord NH 03302-0483	1/120	700	Vendor	\$1.99
Bureau of Fuel Distribution	Bureau of Fuel Distribution- Tamworth	Brian Pike 603-271-8931	1864 White Mountain Hwy. Tamworth NH 03886	PO Box 483 Concord NH 03302-0483	1/120	700	Vendor	\$1.99
DOT Bridge Maintenance	DOT Bridge Maintenance- New Hampton	Will Fullerton 603-419-0479	98 Dot Dr. New Hampton NH 37334	NHDOT Bridge Maintenance PO Box 483 Concord, NH 03303	2/250	1,500	Vendor	\$1.99

NHDOT District 3	Fuel for emergency generator	Nancy Spaulding 603-524-6667	2 SAWMILL ROAD. GILFORD NH 03249	NHDOT Bridge Maintenance PO Box 483 Concord, NH 03304	1/500	1,500	Agency	\$1.99
FNSP Cannon Mtn	FNSP Cannon Mtn- Lincoln	Amy Swift 603-986-7901	Flume Gorge Visitor Center/852 US Route 3 Lincoln NH	FNSP/Cannon Mt. 260 Tramway Drive, Franconia NH 03580	1/1000	8,000	Vendor	\$1.44

	1		DISTRICT	4				
DEPARTME NT	LOCATION	CONTACT PERSON & TELEPHON E NUMBER	PHYSICAL ADDRESS	LOCATIO N REMIT ADDRESS	# of TANK S/ SIZE	EST. ANNUA L USAGE GAL	TANK SUPPLIE D BY	FIXED PRICE/GA L. (excl. PERC fee)
NH DNCR Business Office	Bear Brook State Park (Park)	Christina Pacuk 603- 892-5004	OFFICE-STORE/I LOWER RD/*LEAVE TICKET*/ALLENSTO WN NH 03275	NH DNCR, 172 PEMBROK E RD. CONCORD , NH 03301	3	3,000	Vendor	\$1.00
DOT Bridge Maintenance	DOT Bridge Maintenance - Allenstown	Reed Deinhardt 603-396- 4645	269 River Rd. Allenstown NH 03275	NHDOT Bridge Maintenanc e PO Box 483 Concord, NH 03304	2/250	2,000	Vendor	\$1.99
DNCR	PISGAH STATE PARK, HORSESHO E ROAD GARAGE	KIM NILSEN 439-7587	HORSESHOE ROAD CHESTERFIELD	NH DNCR BUSINESS OFFICE, 172 PEMBROK E RD. CONCORD , NH 03301	1/250	1,500	VENDOR	\$1.99 \$1.99

			DISTR	UCT 5				-
DEPARTMEN T	LOCATION	CONTACT PERSON & TELEPHON E NUMBER	PHYSICAL ADDRESS	LOCATIO N REMIT ADDRESS	# of TANKS / SIZE	EST. ANNUA L USAGE GAL	TANK SUPPLIE D BY	FIXED PRICE/GAL . (excl. PERC fee)

DOT Highway Maintenance	Manchester Patrol Shed	Gary Clifford 603-666-3336	RT.101 EASTBOUND, MANCHESTER , NH 03301	NH DOT District 5 16 East Point Drive Bedford, NH 03110	2 1,000- galions	7000	Vendor	\$1.44
NHDES	DAM Bureau	Gail Timmins 603-271-7868	72 Silk Farm Road, Concord NH 03301	NHDES Fund Accounting PO Box 95 29 Hazen Dr Concord NH 03302	2- 1,000- galions	7,000	State	\$1.99
NHDES	Watershed	William Gardner 603- 271-3440	70 Silk Farm Road, Concord NH 03301	NHDES Fund Accounting PO Box 95 29 Hazen Dr Concord NH 03302	1- 1,000- gallons	7,000	State	\$1.99
NH Liquor Commission	Store #85	Caitlyn Polizos (603) 230-7068	11 Merchants Way Concord NH 03301	NH Liquor Commissio n AP Dept 50 Storrs St Concord, NH 03301	1/1000	6,000	Vendor	\$1.44

			DIST	RICT 6				
DEPARTME NT	LOCATIO N	CONTACT PERSON & TELEPHON E NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUA L USAGE GAL	TANK SUPPLIE D BY	TOTAL FIXED PRICE/GA L. (excl. PERC fee)
DHHS	Hampstead Hospital	Aaron Stuart (w) 603-329- 5311 (cell) 603-724- 9898	218 East Rd Hampstead, NH 03841	218 East Rd Hampstead, NH 03841	(5) 1,000 Gai Tanks (3) underground (2) above ground	24,000	Vendor	\$1.44
DNCR Business Office	3 Bathroom Buildings on Horse Island Camping Area	Dave Richardson (603)892- 4762	7 PAWTUCKAWAY RÐ. NOTTINGHAM NH	NH DNCR, 172 PEMBROK E RD. CONCORD, NH 03301		2,000	Vendor	\$1.99

NH Liquor Commission	Store 13	Caitlyn Polizos (603) 230- 7068	481 High Street//Somerswort h NH 03878	NH Liquor Commission AP Dept 50 Storrs St Concord, NH 03301	1/1000	6,000	Vendor	\$1,44
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			Temp	orary locations				
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	FIXED PRICE/GAL (excl. PERC fee)
All	Statewide	Varies	Varies	Varies	Varies	1000	Department	\$2,4900

Contract finar	ncials	
Current price limitation	\$	479,369.60
Actual contract expenditure	\$	1,330,474.02
Add new locations (20)	\$	152,711.00
New recommended price limitation	\$	1,962,554.62

Gallons				
Current estimated gallon usage	579,469			
Estimated 12 month existing locations	317,829			
Estimated add new location usage	93,900			
Estimated total location usage	991,198			

All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 29, 2021, shall remain in full force and effect.

SUPERIOR PLUS ENERGY SERVICES INC	STATE OF NEW HAMPSHIRE By:
By: Keth Goodwin (Print Name)	Charles M. Arlinghaus (Print Name)
Title: Operations Munuyer Date: 6-20-23	Title: Commissioner Department of Administrative Services Date: (23/23)
	OFFICE OF THE ATTORNEY GENERAL By:
	(Print Name) Title:
	Date:
	The foregoing contract was approved by the Governor and Council of New Hampshire on
	Signed:
	(Print Name)

Title:

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: 0006239634



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of May A.D. 2023.

David M. Scanlan

Secretary of State

SUPERIOR PLUS ENERGY SERVICES INC

(the "Corporation")

DELEGATION OF SIGNING AUTHORTY

The undersigned, Andy Peyton, President of 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 __26_ day of May, 2023

Andy Peyton President

Superior Plus Energy Services, Inc.

COMMONIEATH OF PENNSYLVANIA - NOTARY SI Coleen Matey Notary Public Delaware County My Commission Expires 2/17/2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2022

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

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			PERSONAL & ADV INJURY	5	1,000.000
			GENERAL AGGREGATE	S	1,000,000
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	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (50 accident)	5	1,000 000
			BODILY INJURY (Fer person)	3	1,000,000
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AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

GENCY		NAMED INSURED				
Marsh USA Inc.		Superior Plus Energy Services Inc. 1870 South Winton Road, Suite 200				
POLICY NUMBER		1870 South Winton Road, Suite 200 Rochester, NY 14618-3960				
		- TO THE POPULATION OF THE POP				
RRIER	NAIC CODE					
DDITIONAL REMARKS		EFFECTIVE DATE:				
HIS ADDITIONAL REMARKS FORM IS A SCHEDU ORM NUMBER: 25 FORM TITLE: Certi	LE TO ACORD FORM, licate of Liability Insura					
DRM NUMBER: 23 FORM TITLE: COIL	icate of Liability Insura	irice				
-Canadian Commercial General Liability and Canadian Umbrella Police	is were placed by Marsh Canada i	imited. 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.		arriad manage dear that managers are true or a consumer for the statin when despete to these				
The Canadian Commerces Concert trabible Dates consider across To	Monte and the Constitution and Publishers					
The Continues of the Party Departy Louis business 640422 Ct	terence at Conditions and Different	ce in Limits coverage to the US Commercial General Liebling policy except Policison Liability.				
- The Canadian Umbrella Policy provides excess Difference in Condition	ns and Difference in Limits coverag	ye to the US Umorella policy, except Pollution Liability.				

DINA SETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DEA RYMES FIFTH AMENDMENT TO THE CONTRACT

FOR PROPANE SUPPLY AND DELIVERY THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,

CONIRACT # 8002578

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SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORY

The undersigned, Andy Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc., herby authorizes Kelth Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this A day of March, 2022

Andy Peyton

President

Superior Plus Energy Services Inc.

Jun Com 3-28-22

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Humpshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Humpshire 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 ED: 780232

Certificate Number: 0005411229



IN TESTIMONY WHEREOF.

Thereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 21st day of July A.D. 2021.

William M. Gardner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DG/YYYY) 10/29/2021

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(les) 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 statument on

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\$ 1938-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101789812

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ADDITIONAL REMARKS SCHEDULE

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STATE OF NEW HAMPSHIRE BUREAU OF PURCHASE AND PROPERTY

STATE HOUSE ANNEX - ROOM 102 25 CAPITOL ST CONCORD NH 03301-6398

DATE: February 8, 2022

CONTRACT FOR: Propane, Supply and Delivery

CONTRACT#: 8002878

COMMODITY/NIGP CODE: 405-0300

CONTRACTOR: Rymes

VENDOR CODE #: 297357

SUBMITTED FOR ACCEPTANCE BY:

DN: cn≅Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email:=Ryan,M.Godin1@das.nh.gov c=118.

Date: 2022.02.08 15:46:06 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Paul A Rhodes, o=Div Procurement Support Services, ou=Sureau of Purchase and Property,

email=Paul.A.Rhodos@das.nh.gov c=US

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

Pall h. Aller o

DN: cn=Gary S Lunetta. o=Department of Administrative Services, ou=Div.son of Procurement Support Services. omail=Gary.S.Lunetta@das.nh.go v. c=US

Date: 2022.02.09 15:02:06 -05'00'

GARY S. LUNEITA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2-(1.12

FOUR AMENDMENT TO THE CONTRACT BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES AND

THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, FOR PROPANE SUPPLY AND DELIVERY CONTRACT # 8002878

This Four Amendment (hereinafter referred to as the "Amendment"), dated this \(\frac{\text{\$}}{2}\) day of February 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc. DBA Rymes (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on September 28, 2021, amended by the Second amendment on October 6, 2021, amended by the Third Amendment on December 3, 2021, and set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propone Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein:

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as foilows:

- 1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 - 1.8 \$476,864.00

Confractor Initials: Date:

2. Add the following to Districts 5, Appendix A - Pricing by Location:

legend:	Blue font = Automotic Delivery	Red Font - Delivery	(May-	Green Font = Call prior to delivery to have gate opened				Rymes
DEPARTMENT_	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	FIXED PRICE/GAL (excl. PERC
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3. All other provisions of the Agreement, approved by the Commissionér, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Contractor Initials: (C)
Date:

Page 3 of 3

Contractor Initials: WO
Date: 7877

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Scereury 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 1D: 780232

Certificate Number: 0005411229



IN TESTIMONY WHEREOF.

I hereto set my hand and crosse to be affixed the Scal of the State of New Hampshire, this 21st day of July A.D. 2021.

William M. Gardner

Secretary of State

SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORY

The undersigned, Andy Peyton, President of 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 4 day of January, 2022

Andy Peyton

President

Superior Plus Energy Services Inc.

SEPT. 20, 2021

Notary: Wy Expiration: September 20,2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/00/YYYY)-18/29/2021

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

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THIRD AMENDMENT TO THE CONTRACT BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES AND

THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, FOR PROPANE SUPPLY AND DELIVERY CONTRACT # 8002878

This Third Amendment (hereinafter referred to as the "Amendment"), clated this 24 day of December 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc. DBA Rymes (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021, September 28, 2021 and October 6, 2021 set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties:

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

- 1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 - 1.8 \$459,584.00
- 2. Add the following to Districts 1 and 3. Appendix A Pricing by Location:

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Contractor Initials: 40

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^{3.} All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

SUPERIOR PLUS ENERGY SERVICES INC. DBA

By:

Keth badwin (Print Name)

Title: Operations Minager

Date: 11-24-21

STATE OF NEW HAMPSHIRE

By: Clarl

Charles M. Arlinghaus (Print Name)

Title: Commissioner,

Department of Administrative Services

Date: 12-2-2(

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, 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, 1 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: 0005411229



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 21st day of July A.D. 2021.

William M. Gardner

Secretary of State

County of Chester

SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORY

The undersigned, Andy Peyton, President of 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 35th day of November, 2021

Signed (or attested) before me

on 11/30/21 by And + Peyton

Commonwealth of Pennsylvania - Notary Seal Erin L. Martine, Notary Public Monfgomery County My commission expires August 8, 2023 Commission number 1355640

Member, Pennsylvania Association of Notaries

Andy Peyton

President

Superior Plus Energy Services Inc.

Exp 3/8/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29-2021

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

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10), Additional Remarks Schedule, may be attached if more space in required)

STATE OF NEW HAMPSHIRE BUREAU OF PURCHASE AND PROPERTY

STATE HOUSE ANNEX - ROOM 102 25 CAPITOL ST CONCORD NH 03301-6398

DATE: October 4, 2021

CONTRACT FOR: Fuel, Propane, Supply & Deliver

CONTRACT #:

8002878

COMMODITY/NIGP CODE: 405-03

CONTRACTOR: Superior Plus Energy SVCS VENDOR CODE #: 297357

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services. cu=Bureau of Purchase & Property. email=Ryan.M.Godin1@das.nh.gov

Date: 2021.10.04 10:00.03 -04'00'

PURCHASING AGENT BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

ON: cn=Mathew T Stanton, o=Div Procurement Support Services ou-Bureau of Purchase and Property. email=Mathew.T Stanton@das.nh.g ov. c=US Date: 2021.10.04 15:19:58 -04'00"

PURCHASING MANAGER/ADMINISTRATOR BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Dept of Administrative Services, ou=Div of Procurement Support Services. email=Gary.S.Lunetta@das.nh.go v. C=US

Date: 2021,10.06 10:48:04 -04'00'

GARY S. LUNETTA, DIRECTOR

DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER DEPARTMENT OF ADMINISTRATIVE SERVICES DATE 16-6-21

SECOND AMENDMENT TO THE CONTRACT BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES AND

THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, FOR PROPANE SUPPLY AND DELIVERY CONTRACT # 8002878

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 4 day of October 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc. DBA Rymes (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021 set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

- 1. Delete in its entirety form Number P-37, item 1.8 Price Limitation and substitute the following:
 - 1.8 \$450,080,00
- 2. Delete the following to District 5, Appendix A Pricing by Location:

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3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021; shall remain in full force and effect.

Contractor Initials: WO Date:

By:

Charles M. Arlinghaus
(Print Name)

Title:

Oate:

10-4-21

STATE OF NEW HAMPSHIRE

STATE OF NEW HAMPSHIRE

By:

Charles M. Arlinghaus
(Print Name)

Title: Cemmissioner
Department of Administrative Services

Fage 2 of 2

Contractor Initials: 40
Date:

State of New Hampshire Department of State

CERTIFICATE

I, William M, Gardner, 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: 0005411229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seat of the State of New Hampshire, this 21st day of July A.D. 2021.

William M. Gardner Secretary of State

SUPERIOR PLUS ENERGY SERVICES INC.

CERTIFICATE

In Andrew Desmann. Vice President of Superior Plus Energy Services Inc. (the "Corporation") hereby rottifles for and on behalf of the Corporation in my capacity as an officer of the Corporation and not in my personal capacity that:

Exhibit "A" attached is a true and correct copy of a resolution of the board of directors of the Corporation duly period at a meeting of the board on June 10, 2021, and that such resolutions are in full force and effect and unamended as of the date harpor.

DATED at

as of the day of

, 2021.

SUPERIOR PLUS ENERGY SERVICES INC.

Ser.

Andrew Desmann Vice President

TRACTA BAILER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6416625
Qualified in Monroe County

Commission Expires April 19, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2021

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.

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Contact AH Cult's

Room 102

AUTHORIZED REPRESENTATIVE

Manashi Mukhorjee

AGENCY CUSTOMER ID: CN 101789812

LOC#: Canada

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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FIRST AMENDMENT TO THE CONTRACT BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES AND

THE STATE OF NEW HAMPSHIRE. DEPARTMENT OF ADMINISTRATIVE SERVICES, FOR PROPANE SUPPLY AND DELIVERY CONTRACT # 8002878

This first Amendment (nereinafter referred to as the "Amendment"), dated this __day of September 2021, is by and between the State of New Hampshire, Department of Administrative Services (nereinafter referred to as "the State") and Superior Plus Energy Services Inc. DBA Rymes (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021 set to expire July 31, 2023. [hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propone Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties:

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

- 1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following: 1.8 \$458,720.00
- 2. Add the following to District 5, Appendix A Pricing by Location:

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legend:	Blue Font = Automatic Delivery	Red Font - Sec		fon! = Ca ary to hav opened	Rymes			
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3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Page 2 of 3

Contractor Initials: Viol Date: SUPERIOR PLUS ENERGY SERVICES INC. DBA

RYMES

(Print Name)

Tille: Operations Munique

Date: 9-24-21

STATE OF NEW HAMPSHIRE

Charles M. Arlinghaus (Print Name)

Title: Commissioner,
Department of Administrative Services

Page 3 of 3

Contractor Initials: 116 Dale: ____

State of New Hampshire Department of State

CERTIFICATE

I. William M. Gurdner, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SURVICES 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 Certificare Number 0005411229



IN TENTINONY WHEREOF.

Thereto set my hand and cause to be affixed the Seal of the State of New Hemps are this 21st day of Jun A.O. 2021.

William M. Gardner Secretary of State County of County

SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andy Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc., hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this 26th day of July, 2021.

Signed (or attested) before me

on 1/26/21

Andy Poyton
President
Superior Plus Energy Ser

Superior Plus Energy Services Inc.

Commonwealth of Pennsylvania - Notary Seal Erin L. Martire, Notary Public Montgomery County My commission expires August 8, 2023 Commission number 1355640

Member, Pennsylvania Association of Notaries

Enert Mantee Exp 8/8/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MAIDDIYYYY)

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),

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
AUTHORIZER REPRESENTATIVE of Marsh USA Inc.
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AGENCY CUSTOMER ID: CM161239812 LCC # Capada

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ADDITIONAL REMARKS

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FORM NUMBER P-37 (version 12/11/2019)

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.					
State Agency Name Department of Administrative Services 1.3 Contractor Name Superior Plus Energy Services Inc (VC 297357)		1.2 State Agency Address 25 Capitol Street Concord NH 03301				
		1.4 Contractor Address 63 Fourth St Dover NH 03820				
1	1.5 Contractor Phone Number Number 603-228-2224 Various		1.7 Completion Date July 31, 2023	1.8 Price Limitation \$440,000.00		
	Contracting Officer for Stars Razin, Purchasing Mana		1.10 State Agency Telepho 603-271-1451	ne Number		
1.11	Contractor Signature	Date: 7.22-	1.12 Name and Title of Co Keith 600du Field Operator	um		
THE STATE OF THE S	State Agency Signature	Date: 7 2-1 2	1.14 Name and Title of St	ate Agency Signatory		
1.15	Approval by the N.H. Dep	partment of Administration, Div	rision of Personnel (if applicable)			
	Ву:		Director, On:			
1.16	Approval by the Attorney	General (Form, Substance and	Execution) (if applicable)			
	Ву:		On:			
1.17	Approval by the Governor	and Executive Council (if app	licable)			
	G&C Item number:		G&C Meeting Date:	G&C Meeting Date:		

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Contractor Initials
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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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price. 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 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

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcentractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of

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any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's

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discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.
- 12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

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out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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.

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- 16. 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.
- 17. 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.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- 19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. 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.
- 22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- 23. 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.
- 24. 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

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EXHIBIT A SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B SCOPE OF WORK

1. EFFECTIVE DATE:

The Contract term shall commence on August 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date") and shall continue thereafter through July 31, 2023 a period of approximately 2 years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed four (4) years.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2431-21

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) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2431-21."

3. SCOPE OF WORK

Contractor shall supply all labor tools, transportation, materials, equipment & permits as necessary and required to perform services as described herein.

The Contractor shall sell and provide a prepane gas supply to the point(s) of delivery as listed in Appendix A and the State shall exclusively purchase (solely for (consumption at the facilities) and cause to be received from Contractor. All required fuel at the facilities during the term. All future transactions shall be in accordance with this contract. During the term, Contractor reserves the right to manage State's load/volume requirements on a wholesale basis under applicable rules and regulations of the Federal Energy Regulatory Commission (FERC) (all applicable orders), NH – PUC3000 and including, without limitation, the supplying and/or settling of such load.

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.

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4. ABILITY TO PROVIDE:

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

5. ORDERING PROCEDURE:

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

6. USAGE REPORTING:

The Contractor shall submit an 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 Bureau of Procurement Services, Purchasing Agent Name and sent electronic to Laretta.M.Razin@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:
 - o 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.
- Preferred in Excel format

7. ACCOUNT COMMUNICATION & ESCELATION:

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

B. DELIVERY:

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

The Contractor shall delivery of any Good's ordered under this Contract as multiplications the contractor.

The Contractor shall delivery of any Good(s) ordered under this Contract as mutually agreed by ordering agency for automatic delivery, will call or other as notified from State.

The use of a private carrier to make delivery <u>does not</u> relieve the Contractor from the responsibility of meeting the delivery requirement.

DELIVERY - GENERAL:

State agencies shall contact Contractor and coordinate deliveries:

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- 1. All Deliveries will be made within 48 hours after receipt of order, regardless of method of delivery (tank wagon or motor transport). Weekends and holidays are NOT exempt from the stated delivery schedule and it's understood that some locations are a 365-day delivery operation.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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,
- 8. The use of a private carrier to make delivery does not relieve the 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.
- Delivery driver shall make reasonable effort to obtain signature by agency or interested porty; if no one is available to sign, driver shall sign delivery slip to include date and time

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DELIVERY - "WILL CALL" OR "AUTOMATIC":

- There are locations stated in Appendix A 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:

- 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 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:

- 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.
- 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.

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- 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 (celtular phones, pagers etc.) while unloading product.

NOTE

Contractor are responsible for replacement of any State property that is damaged by the contractor(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

9. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all product/items/services strictly pursuant to, and in conformity with this contract which resulted from RFB #2431-21.

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

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://dos.nh.gov/purchasing/registration/(S/q0fzcv55ahaeqs45jpya5i45))/welcome.aspx

The Confractor 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.

10. <u>DEBARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS</u>

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.

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11. 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.

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EXHIBIT C METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$440,000.00; 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 1.8.

Line Item prices identified in this Agreement shall remain firm for the entire term of the Contract and shall be in US dollars and include delivery and all other costs. 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. Unless otherwise specified in purchase orders, contractor shall delivery all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

2. PRICING STRUCTURE

SEE APPENDIX A FOR LOCATION AND PRICING

FEES AND TAXES:

Any and all relevant fees and taxes <u>will be included</u> in the offered markup charge stated by the Contractor. This includes any environmental, superfund, transportation or excise tax or fees, which the Contractor may be deemed 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 commencement 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.

MINIMUM ORDERS:

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

3. INVOICE

All invoices must list Contract Number. Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later.

The invoice shall be sent to the address of the ordering agency.

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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 contract. 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 contract; however, errors within the original invoice will relieve the State of the original net-30 ferm time frame for payment.

Contractor is 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*:

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

INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:

When deliveries are required an weekends. (between 12:01 am Saturday and 12:00 pm midnight Sunday) invoices for those delivery dates will be calculated against the posted journal price on the previous Friday. 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.

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		

4. 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

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

Page 13 of 14

Contractor Initials 100

EXHIBIT D

RFB #2431-21 is incorporated here within.

Page 14 of 14

Contractor Initials Date TUD

Commonwealth of Pennsylvania County of Mester

SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andy Poyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc., hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this 26th day of July, 2021.

Signed (or attested) before me

President

Superior Plus Energy Services Inc.

Commonwealth of Pennsylvania - Notary Seal Erin L. Martire, Notary Public Montgomery County My commission expires August 8, 2023 Commission number 1355640

Member, Pannsylvania Association of Notaries

Exert Mantere Exp 8/8/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2021

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(les) 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 USA Inc.	CONTACT NAME: PHONE FAX	-
Incoming Musurational Client Service Unit 9830 Colonnade Boulevard Suite 400 Sas Antonio, TX 78230	[A/C, No, E41). E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE	NAIG :
CN101789812-ALL GGAWU-20-21	INSURER A ZUTCH American insurance Company INSURER B ACE American Insurance Company	16535 27667
Superior Ptus Energy Services 1970 South Winton Road Suite 200 Rochester, NY 14618-3960	INSURER C. American Guarantee and Liability insurance Company INSURER D. 16/4	26247 N/A
	INSURER E Zurich Insurance Company Ltd.	16625

COVERAGES

CERTIFICATE NUMBER: HOU-WIREA-0-0 REVISION NUMBER: 2

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.

COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR	GLC0206120	.03		(MM/DD/YYYY)		AND DESCRIPTION OF THE PERSON	46-70-
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					MED EXP (Any one person)	S	10,060
					PERSONAL & ADV INJURY	\$	1,000,000
SENT AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$,000,000
C POLCY JECT LOS	10				PRODUCTS COMP/OP AGG	5	1,000.000
OTHER					CEDUCTIBLE	\$	500 000
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(ANY AUTO					BODE FINAURY (Per person)	8	1,000,000
OWNED SCHEDULED					BODILY INJURY (Par recidents	2	1 000 000
HIRCD NON-OWNED					PROPERTY DAMAGE	\$	
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NOOC BALLALIAB OCCUR	AUC0206121	93 .	11 01 2020	11/01/2021	EACH OCCURRENCE	1	1,060,000
EXCESS LIAB X CLAIMS-WADE			1		AGGREGATE	S	1,000,000
DED X RETENTION \$ 10,000						\$	
ORKERS COMPENSATION	WLR 067810	52° (ACS)	11.01/2020	Hollaga	C PER OTH		
NYPROPRIETOR PARTNER EXECUTIVE		569 (GA, MA)	11/01/2020	11/91/2021	EL EACH ACCIDENT	\$	1,000,000
Sandatory in NH)			E.L. DISEASE - EA EMPLOYEE	3	1,000,000		
yes, describe under ESCRIPTION OF OPERATIONS below					EL DISEASE - POLICY LIMIT	5	1,990,000
ANADIAN COMM GENERAL LIAE.	8845933 (DE	\$500 000)	11/01/2020	11/01/2021	LIMIT		CDN 1,009,000
ANADIAN UMBRELLA	8845643 (SIF	CDN \$19 000	11/01/2020	11/01/2021	LIMO		CDN 5.000.000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be stacked if more space or required)

CERTIFICATE HOLDER	CANCELLATION
State of New Hampseire. Administrative Services Bureau of Purchase and Property 25 Capital Street Room 102 Concord, NH: 100001	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 Inc.
*	Manashi Mukrenjee Marcooki Mulenenjee

AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

ABENCY Marsh USA Inc.		NAMED INSURED Superior Plus Energy Services	
POLICY NUMBER		1970 South Winton Fload, State 200 Rochester, NY 14618-3960	
CARRIER	NAIC CODE		
4 D. C. C.		EFFECTIVE DATE:	An an annual contract of the Manager of the Contract of the Co

ADDITIONAL REMARKS

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

With respect to the US Commerces Seneral Liability Posicy, the Seutonn and Aucidental Pollusion Coverage carries a Serf-Institute of US\$1,000,000.

Canadian Commented General stability and Canadian Universe Policies were placed by Marsh Canada Emiseo. Marsh USA Inc. has only acted in the role of a consolitant to the client with respect to these placements which are referenced bere for your consolitant to the client with respect to these

The Canadian Commercial General Liability Policy provides excess Ofference in Conditions and Cifference in Emission verage to the US Commercial General Dankley policy, except Poliution Liability.

The Canadian Umbrelle Policy provides excess Difference in Conditions and Criterence of Limits coverage to the US Smithelia policy except Policion Liability.

State of New Hampshire Department of State

CERTIFICATE

I. William M. Gardner. 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: 0005411229



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 21st day of July A.D. 2021.

William M. Gardner Secretary of State