

183 - 10/21/26

State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 11, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract #8003912) with Boston Green Fuel CO., LLC (VC# 266669), Lakeville, MA, for hazardous waste removal services in an amount up to and not to exceed \$450,000.00 with the option to extend for up to an additional two years, effective upon the Governor and Executive Council approval, through August 31, 2031.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 3124-26 for hazardous waste removal services to replace the expiring contract (8003270). The bid reached 194 vendors with 7 compliant responses received. The award criteria is based on the lowest priced hourly rates and lowest priced mobilization costs. The requested multi-award contract structure allows for regional coverage to ensure operational efficiencies supporting agencies and eligible participants' immediate needs while maintaining the State's competitive advantage. The contracts requested will be awarded upon governor and executive council approval to the following lowest bidders to ensure coverage and availability across the entire state.

NRC East
Environmental
Services, INC.

Boston Green
Fuel CO., LLC

Tradebe Environmental
Services, LLC

Veolia ES Technical
Solutions, L.L.C.

The requested price limitations for each awarded vendor will cover the full 5-year term of the contract and has been calculated via internal spending reporting from fiscal years 2021-2025. The price limitation includes an allowance of approximately 25%, for large projects and unforeseen expenditure under the contract's balance of product line. Upon approval this contract will allow statewide agencies with direct access to certified professionals to perform the necessary removal of hazardous waste such as but not limited to used oil, used transmission fluid, oils spills, waste from lab services, chemical/biohazard waste, etc.

The following table represents a summary of the amount necessary to accommodate the requested price limitation of \$450,000.00 over the five-year term for Boston Green Fuel CO., LLC. As a first-time contract for this vendor the estimated annual spend is based off their current 2026 ACH spend of \$41,298.80 as of July 15, 2026. Along with the average spending of all awarded vendors.

Contract financials	
Estimated annual spend	\$70,000.00
Term spend (5-years)	\$350,000.00
Add contingency for unknown projects	\$100,000.00
Price Limitation	\$450,000.00

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Boston Green Fuel CO., LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Hazardous Waste Pick-up and	Agency	Statewide
RFB#	3124-26	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	4/3/2026 at 11:00 am

Indicates Award: ☐

	Boston Green Fuel Co	Clean Harbors Enviro Services	Crystal Clean	Green Site Services	NRC East	Veolia	Tradebe Enviro Services
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Chemist: Field Testing, Containerizing, Packaging	\$80.00	no bid	no bid	\$120.00	\$80.00	\$88.00	\$75.00
Technician: Assists in Containerizing Labpack,	\$70.00	no bid	no bid	\$75.00	\$70.00	\$77.00	\$65.00

County	Boston Green Fuel Co	Clean Harbors Enviro Services	Crystal Clean	Green Site Services	NRC East	Veolia	Tradebe Enviro Services
	Mobilization Cost	Mobilization Cost	Mobilization Cost	Mobilization Cost	Mobilization Cost	Mobilization Cost	Mobilization Cost
Belknap	\$1,200.00	\$943.00	\$0.00	\$550.00	\$1,300.00	\$650.00	\$275.00
Carroll	\$1,200.00	\$943.00	\$0.00	\$450.00	\$1,400.00	\$850.00	\$300.00
Cheshire	\$1,200.00	\$943.00	\$0.00	\$500.00	\$1,300.00	\$550.00	\$400.00
Coos	\$1,800.00	\$1,505.00	\$0.00	\$600.00	\$1,450.00	\$950.00	\$600.00
Hillsborough	\$600.00	\$707.00	\$0.00	\$450.00	\$1,200.00	\$550.00	\$300.00
Grafton	\$1,200.00	\$1,270.00	\$0.00	\$450.00	\$1,400.00	\$850.00	\$450.00
Strafford	\$600.00	\$472.00	\$0.00	\$450.00	\$1,200.00	\$650.00	\$250.00
Sullivan	\$1,200.00	\$1,061.00	\$0.00	\$450.00	\$1,300.00	\$650.00	\$400.00
Merrimack	\$600.00	\$1,061.00	\$0.00	\$450.00	\$1,200.00	\$650.00	\$400.00
Rockingham	\$600.00	\$707.00	\$0.00	\$450.00	\$1,200.00	\$550.00	\$250.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	5 years with option to extend for 2 years
Number of Compliant Solicitations Received	7
Number of Sourced bidders	8
Number of NIGP Vendors Sourced	185
Number of non-responsive bidders	186
P-37 Checklist Complete	Yes
D&B Report On File	Yes
Confirmed Vendor is not debarred or	Yes
Method of Payment (P-card/ACH)	P-card & ACH
FOB Delivered	Yes
Special Notes:	

Boston Green Fuel	ACH Spend	P-card Spend		Totals
2021	\$0.00	\$0.00		\$0.00
2022	\$0.00	\$0.00		\$0.00
2023	\$0.00	\$0.00		\$0.00
2024	\$0.00	\$0.00		\$0.00
2025	\$0.00	\$0.00		\$0.00
2026	\$41,298.80	\$0.00		\$41,298.80
Total:	\$41,298.80	\$0.00		\$41,298.80

Average Annual Spend	\$70,000.00	
Estimated Term Spend	\$350,000.00	
Contingency	\$100,000.00	29%
New Price Limitation	\$450,000.00	

Tradebe	ACH Spend	P-card Spend		Totals
2021	\$38,257.66	\$1,950.00		\$40,207.66
2022	\$42,252.24	\$9,170.25		\$51,422.49
2023	\$69,316.48	\$4,016.50		\$73,332.98
2024	\$71,635.06	\$38,942.75		\$110,577.81
2025	\$66,000.66	\$38,797.75		\$104,798.41
2026	\$149,465.25	\$0.00		\$149,465.25
Total:	\$436,927.35	\$92,877.25		\$529,804.60

Average Annual Spend	\$72,000.00	
Estimated Term Spend	\$360,000.00	
Contingency	\$90,000.00	25%
New Price Limitation	\$450,000.00	

NRC East	ACH Spend	P-card Spend		Totals
2021	\$68,492.84	\$6,436.25		\$74,929.09
2022	\$65,859.69	\$0.00		\$65,859.69
2023	\$89,652.04	\$1,720.00		\$91,372.04
2024	\$136,961.35	\$0.00		\$136,961.35
2025	\$57,311.32	\$0.00		\$57,311.32
2026	\$5,858.22	\$0.00		\$5,858.22
Total:	\$424,135.46	\$8,156.25		\$432,291.71

Average Annual Spend	\$75,000.00	
Estimated Term Spend	\$375,000.00	
Contingency	\$75,000.00	20%
New Price Limitation	\$450,000.00	

Veolia ES Tech	ACH Spend	P-card Spend		Totals
2021	\$0.00	\$0.00		\$0.00
2022	\$0.00	\$0.00		\$0.00
2023	\$0.00	\$0.00		\$0.00
2024	\$0.00	\$0.00		\$0.00
2025	\$0.00	\$0.00		\$0.00
2026	\$1,984.00	\$0.00		\$1,984.00
Total:	\$1,984.00	\$0.00		\$1,984.00

Average Annual Spend	\$70,000.00	
Estimated Term Spend	\$350,000.00	
Contingency	\$100,000.00	29%
New Price Limitation	\$450,000.00	

Boston Green Fuel CO., LLC				
ACH Spend	Total		P-Card Spend	Total
2021	\$0.00		2021	\$0.00
2022	\$0.00		2022	\$0.00
2023	\$0.00		2023	\$0.00
2024	\$0.00		2024	\$0.00
2025	\$0.00		2025	\$0.00
2026	\$41,298.80		2026	\$0.00
Total Spend	\$41,298.80		Total Spend	\$0.00

ACH Spend						
CO	AGENCY	INVOICE	CHECK DATE	TRAN_AMT	CHECK NUM	PO NUMBER
2021						
2022						
2023						
2024						
2025						
2026						
10	04400	346645173829	3/6/2026	19,832.46	3976671	
10	04400	348702170030	4/6/2026	21,466.34	3987882	

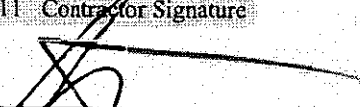
P-Card Spend
No P-Card Spend

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 – Contract #8003912**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Boston Green Fuel CO., LLC		1.4 Contractor Address 102 Charles Eldridge Road, Lakeville, MA, 02347	
1.5 Contractor Phone Number 888-338-2657	1.6 Account Unit and Class Various	1.7 Completion Date 08/31/2031	1.8 Price Limitation \$450,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number (603) 271-2201	
1.11 Contractor Signature  Date: 7/22/2026		1.12 Name and Title of Contractor Signatory Adam Dennison - Chief Executive Officer	
1.13 State Agency Signature  Date: 9/21/26		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Christen Lavers</u> On: 9/24/26			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Boston Green Fuel CO., LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Hazardous Waste Disposal Services in accordance with the bid submission in response to State Request for Bid 3124-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
 - 2.1.5. APPENDIX A Price List
- 2.2. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment", and (2.1.5.) Appendix A "Price List".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on September 1, 2026, or upon approval of the Governor and Executive Council, whichever is later, through August 31, 2031.
- 3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.
- 3.4. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

4. SCOPE OF SERVICES:

- 4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform Hazardous Waste Pick-up and Removal Services as needed throughout the State of NH and as described herein.
- 4.2. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
- 4.3. A Request for Quote (RFQ) and Statement of Work (SOW) shall be issued to the Contractor in the district where pickup is being requested. The Contractor shall respond with the requested quote within 48 hours of receipt and will schedule a pickup from that location within 48 hours of award notification. If quotes are not received or pickups cannot be scheduled within these time frames, the Contractor may be disqualified from the requested pickup. The Individual pickups shall be awarded to the Contractor with the lowest price, not to exceed quotes based on Contract rates meeting the RFQ/SOW requirements.
- 4.4. Services to be provided under this solicitation shall include:
 - 4.4.1. laboratory chemical identification;
 - 4.4.2. identification of laboratory chemicals from trade names;
 - 4.4.3. analysis and classification of unknown chemicals;
 - 4.4.4. packaging, labeling, and packing list preparation for disposal in accordance with DOT and EPA regulations;

- 4.4.5. manifest preparation and processing - Land Ban Forms for EPA compliance, Bill of Ladings;
- 4.4.6. transportation of waste to disposal sites;
- 4.4.7. recycling, treatment, and/or final disposal of the waste;
- 4.4.8. waste stream training and consultation
- 4.5. The Contractor shall pick up hazardous waste generated by Agencies. The operation will include:
 - 4.5.1. providing and preparing US EPA/DOT Uniform Hazardous Waste Manifest and Land Ban, or if appropriate Bills of Lading,
 - 4.5.2. segregating, profiling, providing packaging, containerizing, and labeling forms for the waste to be shipped (all whenever necessary),
 - 4.5.3. loading the wastes into vehicles,
 - 4.5.4. transporting the waste to a permitted hazardous waste treatment, recycling, or disposal facility or facilities and
 - 4.5.5. recycling, treating, incinerating, or finally disposing of the waste. Final disposition shall include treatment by recycling whenever possible. All of the foregoing phases of operation, and any additional phases conducted by the Contractor, shall be performed in accordance with all applicable federal and State statutes and regulations. These statutes and regulations shall include, but not be limited to, the Federal Resource Conservation and Recovery Act, the State of New Hampshire's RSA Chapter 147-A and RSA 149-M, and the State of New Hampshire's Hazardous Waste Rules, Env-Wm 100-1000 and New Hampshire's Solid Waste Rules Env-Wm 100- 300 and 2100-3700.
 - 4.5.6. The Contractor shall also provide consultation, as requested, by the State or Agency under this Part. Such consultation may include recommendations for packing, containerizing, or storing of waste.
 - 4.5.7. The Contractor shall deliver all hazardous waste collected to hazardous waste facilities that currently hold valid state or federal permits issued in accordance with federal and state approved Resource Conservation and Recovery Act Standards (RCRA). The Contractor shall deliver any solid waste to a permitted facility as defined by RSA 149-M. The State or Agency reserves the right to review the proposed treatment and/or disposal facilities and reject the use of any facility it may consider inappropriate for waste disposal.
 - 4.5.8. The Contractor shall have and maintain throughout the contract term:
 - 4.5.8.1. A valid identification number from the U.S. Environmental Protection Agency;
 - 4.5.8.2. A valid State of New Hampshire registration to transport hazardous waste;
 - 4.5.8.3. Proper vehicle identification for each vehicle used by the Contractor to transport waste from the site; and required EPA/DOT Uniform Hazardous Waste Manifest forms and Land Ban forms, or as appropriate Bills of Lading shall be carried in the vehicle for each transported load.
 - 4.5.9. When requested, the Contractor shall assist State or Agency employees who coordinate these contracted pick-up operations in the requirements for waste labeling and packing. Said assistance may include but not be limited to, providing occasional consultation on collection and packaging methods and providing assistance in completing or fully preparing the EPA/DOT Uniform Hazardous Waste Manifest and/or Land Ban forms. Said consultation shall be paid for under Chemist hourly rates
 - 4.5.10. The Contractor shall, upon request or whenever appropriate, provide containers and packaging materials necessary to transport the wastes in accordance with 49 CFR, Parts 172, 173, 178, and 179. Said containers shall include DOT shippable 5-gallon pails with lids of plastic or metal.
 - 4.5.11. The Contractor shall be responsible for determining if each waste is acceptable for safe transportation and if each waste can be disposed of, recycled, or treated in an approved manner before the waste is removed from the site of generation.
 - 4.5.12. The Contractor agrees to send Certificates of Ultimate Disposal, Recycling or Other Treatment and EPA/DOT Uniform Hazardous Waste Manifest, EPA Form 8700-22 to the State or Agency for waste collected by the Contractor at the generator's facility. Upon the request of the State or Agency, copies of said forms shall be sent to the State or Agency after delivery to the permitted hazardous waste recycling, treatment or disposal facility.

- 4.5.13. The Contractor shall have in place an operating system which tracks chemical transportation from the generator site to the ultimate disposal or recycling facility. The Contractor shall provide the State with proof that this system is in place upon request.
- 4.5.14. The Contract calls for collection and handling of petroleum tank bottom sludges (Section I-57). The work under this item consists of removing the sludges from the petroleum storage tank (s), placing the sludges in containers appropriate for the particular job, transporting and disposing of those sludges. The sludges may result from the storage of all forms of petroleum products including gasoline, fuel oil and motor oil.
- 4.5.15. The Contract calls for the collection and handling for paint tank bottom sludges (Section I-62). The work under this item consists of removing the sludges from the paint storage tank (s), placing the sludges in containers appropriate for the particular job, transporting and disposing of those sludges. The Contractor shall be responsible for the removal of the sludges from the tanks. The Contractor shall not be required to clean the tanks following sludge removal.
- 4.5.16. The Contract calls for the collection and handling for radiological waste (Section I-69). The work under this item consists of removing low level and solid form items such as laboratory check sources, aircraft gauges, measurement gauges, markers, self-illuminating devices, ceramics, watches, jewelry and similar materials. Such items may be comprised of, and/or contaminated by, radioisotopes classified as by-product, source, or naturally occurring. The radioactivity may range from just above background to levels that exceed public exposure limits, but not to the extent of being immediately injurious to life or health.
- 4.5.17. All disposal or recycling facilities destined to receive waste under the contract shall be properly permitted to handle the waste but cannot be a listed Superfund Site, nor a site that has been CERCLA listed (targeted for investigation).
- 4.5.18. The Contractor will consider pick-ups at locations not more than 1 mile apart as a single pickup and not charge separate mobilization fees for such pickups.

5. GENERAL DISPOSAL REQUIREMENTS:

- 5.1. The Contractor shall provide for recycling or incineration of chemicals and wastes to the greatest extent possible. Chemicals shall be packaged whenever possible for direct disposal and not for repackaging at a transfer station unless destined for recycling.
- 5.2. The Contractor will be required to provide regulatory & technical consulting services as described for Part I.
- 5.3. When contacted by representatives of the press, the Contractor shall refer all questions to the State for a response.
- 5.4. The Contractor shall pick up hazardous waste from eligible State entities and Agencies, as specified herein. Wastes shall be coded with the proper Hazard Code when co-mingled with other wastes at all points up to and including final disposition.
- 5.5. The Contractor shall provide a single price for the disposal of specific types of wastes collected under the Contract. Whenever possible, the waste shall be recycled. However, when this is not possible, the Contractor shall use the following disposal preference list in order of priority:
 - 5.5.1. Recycling,
 - 5.5.2. Treatment,
 - 5.5.3. Incineration, or
 - 5.5.4. Landfilling.
- 5.6. The Contractor shall be capable of handling and disposing, or recycling, of highly reactive chemicals, including but not limited to those classified as:
 - 5.6.1. Spontaneously decomposing temperature sensitive;
 - 5.6.2. Shock, friction, and/or static charge sensitive;
 - 5.6.3. Oxidizing liquids; Air exposure sensitive; and
 - 5.6.4. Water exposure sensitive.
- 5.7. It shall be the Contractor's responsibility to obtain all local, state, and federal permits required to perform services.

- 5.8. The Contractor and its personnel, including any subcontractors approved by the State, shall observe all regulations or special restrictions in effect at the State Agency, and shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 5.9. The Contractor, in conducting the Work, shall comply with current U.S. Environmental Protection Agency Rules and Regulations; New Hampshire Revised Statutes Annotated (RSA) Chapter 146-A and C; RSA 147-A, B, C, and D; RSA Chapter 149-D; and all provisions, rules and regulations, referenced to and promulgated thereunder including, but not limited to, the New Hampshire Hazardous Materials Incident Emergency Response Plan, and the Department of Environmental Services November 2001 Revision of the Emergency Response Protocol. Any revisions, additions, or deletions to any of the foregoing prior to or during the term of the contract, shall be deemed to supersede and replace those in current use.

6. LABOR TITLES AND QUALIFICATIONS:

- 6.1. The personnel functioning in the labor titles listed in all four parts of the Contract shall meet the following minimum requirements and perform the stated functions:

Title	Job Definition	Requirements
Field Chemist	• Operate analytical testing equipment or instruments. • Possess broad knowledge of field packing chemicals and manifesting of hazardous waste. • Knowledge of lab packs policies, procedures and paperwork preparation. • Prepare field samples in accordance with applicable standards and required protocols, per EPA SW-846. • Collect field samples for chemical testing and analysis (per EPA-SW-846), following proper procedures to ensure representative samples and adequate chain of custody documentation. • Prepare lab packs of waste materials for transportation in accordance with applicable regulations and standards. • Prepare and maintain required documentation of work performed. • Act as a consultant to the using agency involving issues of consolidating, segregating and disposing of hazardous materials and wastes.	• Minimum of one (1) year of experience as an environmental chemist. • Bachelor of Science degree in chemistry or chemical technology or equivalent training and experience. • OSHA health and safety trained (29CFR 1910.120) 40- hour OSHA training.
Technician	• Perform various tasks associated with cleanup of hazardous and petroleum contaminated sites. • Has knowledge of and is capable of working in Level A, B and C personal protective equipment. • Operate small pieces of equipment such as pumps, oil booms, generators and other equipment used in site cleanup.	• Minimum high school education or equivalent. • Minimum of one (1) year of experience as a laborer in environmental service industry. • General understanding of job requirements and site risks, OSHA health and safety trained (29CFR 1910.120) 40-hours training. • Possess a valid driver's license.
Driver	• Operates dump trucks, tractor-trailer trucks, vacuum trucks, pickups, and/or rack trucks.	• A clean driving record over the past year. Meet all appropriate State and federal licensing requirements. • Have knowledge and experience in operating the specific piece of equipment brought to site.

7. HEALTH AND SAFETY

- 7.1. It is important in the handling of hazardous materials that extreme caution be taken to prevent any accidents, spills, releases, or fires. The Contractor shall, therefore, be required to implement a safety plan and provide assurances that all of the Contractor's personnel who may come in contact with and/or transport the hazardous materials are familiar with the safety precautions and spill cleanup procedures.
- 7.2. In performance of work under any awarded contract the Contractor shall, at a minimum, satisfy all federal, State, and local statutes, regulations, ordinances, etc., regarding health and safety. The Contractor shall ensure complete compliance with all the requirements of 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" Final Rule. Beyond these minimum requirements, the Contractor shall develop and make available to the State for review a Health and Safety Plan (HASP) specific to the release or spill site. These plans shall include: descriptions of measures designed to protect the health and safety of the incident responders, location of nearest hospital, and names of safety personnel.
- 7.3. The Contractor shall have sufficiently trained staff as safety personnel and as hazardous waste technicians and operators.
- 7.4. The Contractor shall be responsible to the State and the local fire department, whenever appropriate, of any accidents, spills, releases, or fires involving hazardous materials, and for coordinating responses with the local fire department and with the Department of Environmental Services, Waste Management Division.
- 7.5. The Contractor shall have adequate safety equipment readily available for responding to any spills or other emergencies associated with the projects under the Contract.
- 7.6. The Contractor shall adhere to proper safety procedures for handling and transporting hazardous materials and shall respond to hazardous material discharge incidents in a manner that shall include the procedures set forth in these specifications.

8. ADDITIONAL REQUIREMENTS:

- 8.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 8.2. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 8.3. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 8.4. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 8.5. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 8.6. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 8.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 8.8. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

- 8.9. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
9. **WARRANTY REQUIREMENTS:**
- 9.1. The Contractor shall be required to provide warranties on all services provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.
10. **AUDITS AND ACCOUNTING:**
- 10.1. The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this Contract and in determining the award and for monitoring any resulting contract.
- 10.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.
11. **ACCOUNT REPRESENTATIVE:**
- 11.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
- 11.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 11.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 11.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.
- 11.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.
12. **USAGE REPORTING:**
- 12.1. The Contractor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Purchase and Property, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:
- 12.1.1. Contract Number
- 12.1.2. Utilizing Agency and Eligible Participant
- 12.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 12.1.4. 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:
- 12.1.4.1. Percentage of recycled materials contained within finished products
- 12.1.4.2. Percentage of waste recycled throughout the manufacturing process
- 12.1.4.3. Types and volume of packaging used for transport
- 12.1.4.4. Any associated material avoided and/or recycled as applicable under contract
- 12.1.4.5. Green Certifications for each product sold
- 12.1.4.6. A standardized reporting form will be provided after contract award
- 12.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 12.1.6. In Excel format

13. ESTABLISHMENT OF ACCOUNTS:

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

14. ELIGIBLE PARTICIPANTS:

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

15. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 15.1. The Contractor shall provide all Hazardous Waste Disposal Services strictly pursuant to, and in conformity with, the specifications described in State RFB 3124-26, as described herein, and under the terms of this Contract.
- 15.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.
- 15.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 15.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 15.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 15.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 16.1. 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.

17. CONFIDENTIALITY & CRIMINAL RECORD:

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

18. TERMINATION:

- 18.1. The State of New Hampshire shall have the right to terminate any resultant contract at any time with a thirty (30) day written notice to the successful Contractor.

19. NON-EXCLUSIVE CONTRACT:

- 19.1. This is a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

20. ENVIRONMENTALLY FRIENDLY PRODUCTS:

- 20.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
- 20.1.1. Energy or water efficient
 - 20.1.2. Reusable
 - 20.1.3. Recyclable
 - 20.1.4. Contains postconsumer recycled materials
 - 20.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
 - 20.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 20.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties.
- 20.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
- 20.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

EXHIBIT C - METHOD OF PAYMENT

21. CONTRACT PRICE:

- 21.1. The Contractor hereby agrees to provide Hazardous Waste Disposal Services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$450,000.00; 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 1.7.

22. PRICING STRUCTURE:

- 22.1. See Appendix A.

23. PRICE ADJUSTMENTS:

- 23.1. One the anniversary date of this contract and annually thereafter, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Concord, NH 03301, or via email at Jonah.L.Rosa@DAS.NH.Gov no less than thirty (30) days prior to the effective date of said price increase. The increase shall not exceed 3%. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.
- 23.2. Price decreases shall become effective immediately as they become effective to the general trade or the Contractor's best/preferred customer.

24. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

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

25. INVOICE:

- 25.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.
- 25.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.
- 25.3. The invoice shall be sent to the address of the using agency under agreement.

26. TERMS OF PAYMENT:

- 26.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.
- 26.2. Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>. Eligible participants shall negotiate their own payment methods with the Contractor.
- 26.3. The State or Agency agrees to pay the Contractor for services provided in accordance with the prices listed in this contract. No surcharges or additional charges of any kind shall be allowed. In the event a waste item is not covered, the price for disposal, recycling, or treatment shall be negotiated with the generating Agency and so noted on the invoice rendered by the Contractor.
- 26.4. The Contractor agrees to submit separate invoices to each Agency serviced. Each invoice shall be written solely for the services rendered by the Contractor to the Agency.
- 26.5. The State or Agency serviced under the contract agrees to accept and pay invoices as submitted by the Contractor within 30 days after the successful completion of the Agency pick up and disposal, recycling, or treatment project or after an acceptable invoice has been received by the invoiced State or Agency's business office, whichever is later and subject to the conditions contained in Paragraph 4, below. The successful completion of the Agency pick up and disposal, recycling, or treatment project shall mean that (1) the Contractor has fulfilled the terms and conditions of

the contract, and (2) the State or Agency business office has received a copy or photocopies of all Bills of Lading and manifest forms signed by the operator of each wastes facility treatment or recycling location to which the State or Agency's hazardous wastes were delivered for final disposition.

- 26.6. Invoices for waste picked up and disposed of shall provide the following information: Manifest number, the line in the manifest for which the charge applies, the item number, the classification of the waste, the unit price, the volume being billed and the total amount for the item. Invoices not in conformance with this format shall be rejected and returned to the Contractor for correction.
- 26.7. Payment for pick up and disposal of waste under this Part shall initially be limited to 75% of the Contract price. The remaining 25% shall be billable upon receipt by the Agency of the certification of final disposition of the waste.
- 26.8. The Contractor shall provide a history of any waste picked up for treatment, disposal, or recycling from receipt of the waste to final resolution. Failure to do so will result in the payment being held until the document(s) is provided.
- 26.9. All drums, unless otherwise specified, shall be understood to be 55-gallon, 30-gallon, 15-gallon, or 5-gallon in capacity.
- 26.10. The unit price for the disposal of the wastes shall cover the cost of: profiling of the wastes; labeling and packing list preparation in accordance with DOT and EPA regulations; Manifest and Land Ban form preparation; transportation; and disposal of the wastes either through recycling, treatment, incineration, landfilling or some other approved method of ultimate disposal.
- 26.11. Only one pick up charge shall be made for wastes collected at a single address. In instances where a pick up is made on the same day from more than one Agency at the same address, i.e., Health and Human Services building, the pick-up charge shall be shared equally by the number of agencies where wastes were collected.
- 26.12. The Contractor shall provide prices for the method of disposal most preferred by the State as listed in these specifications. The Contractor shall use one of the following letters to identify the method of disposal: R-recycling; T-treatment; I-incineration; and L- landfilling. The State realizes that the most preferred method of disposal, recycling, might not be appropriate or possible for certain types of wastes. The Contractor's designation shall be the preferred method of disposal available for that waste based on current industry standards.
- 26.13. **CONTRACTOR PAYMENT REQUEST FORMAT & CONTENT**
 - 26.13.1. The Contractor shall invoice each Assignment separately. For longer duration projects, multiple invoices may be submitted upon approval by the utilizing Agency. Each invoice shall be submitted in the appropriate electronic format prescribed by the State.
 - 26.13.2. Each payment request or invoice shall include the following information:
 - 26.13.2.1. Department Agency Site Number, Project Type, Site Name, Town or City.
 - 26.13.2.2. Contractor project number and dates when work was performed.
 - 26.13.2.3. Invoice number and date.
 - 26.13.2.4. State of New Hampshire Contract number
 - 26.13.2.5. Project description (for example, "Laboratory Waste Pick-Up).
 - 26.13.3. Invoice detail shall include the following for each item:
 - 26.13.3.1. Contract Item Number (Note that this shall match the Item Number in the Contract.
Payment shall not be made for billed items if not associated with a Contract Item number or approved change order);
 - 26.13.3.2. Item Description;
 - 26.13.3.3. Quantity Billed;
 - 26.13.3.4. Contract Item Price;
 - 26.13.3.5. Contract Unit; and
 - 26.13.3.6. Total amount billed

Contract 8003912
Hazardous Waste Disposal Services

Section 1								
	Method of Disposal		5-Gallon Unit Price	15-Gallon Unit Price	30-Gallon Unit Price	55-Gallon Unit Price	Each Unit Price	Hourly Rate
Line 1		Chemist: Field Testing, Containerizing, Packaging Wastes						\$80.00
Line 2		Technician: Assists in Containerizing Labpack, Loading Wastes onto vehicle						\$70.00
Line 3	I	Reactive Wastes, Solid (D003) i.e. cyanides, sulfides, explosives	CBC					
Line 4	I	Reactive Wastes, Liquid (D003) i.e. peroxides, perchlorates	CBC					
Line 5	I	Oxidizer Wastes, Solids, Flammable (D001)	\$242.00	\$451.00	\$682.00	\$1,045.00		
Line 6	I	Oxidizer Wastes, Liquids, Flammable (D001)	\$242.00	\$451.00	\$682.00	\$1,045.00		
Line 7	I	Spent Halogenated Waste (F002), mixtures and blends	\$715.00			\$2,040.50		
Line 8	R	Spent Non-Halogenated Waste (F003), mixtures/blends	\$104.50	\$146.30	\$190.30	\$236.50		
Line 9	T	Waste Acids w/pH <2 (D002) i.e. sulfuric, phosphoric, nitric	\$170.50	\$346.50	\$522.50	\$698.50		
Line 10	T	Waste Base w/pH >12.5 (D002) i.e. bleach, sodium hydroxide	\$203.50	\$374.00	\$550.00	\$737.00		
Line 11	T	Liquid Wastes Containing Arsenic (D004)	\$115.50	\$154.00	\$176.00	\$225.50		
Line 12	I	Liquid Wastes Contain Mercury Salts (D009)	\$1,045.00					
Line 13	I	Toxic Substances & Poisonous Liquids i.e. chloroform, formalin	\$324.50	\$368.50	\$555.50	\$830.50		
Line 14	I	Lab Packs, Flammable	\$203.50	\$407.00	\$605.00	\$825.00		
Line 15	T	Lab pack, Acid	\$152.90	\$311.30	\$465.30	\$620.40		
Line 16	T	Lab pack, Basic	\$182.60	\$339.90	\$495.00	\$664.40		
Line 17	R	Lab pack, Fuels	\$126.50	\$419.10	\$628.10	\$838.20		
Line 18	\$45/lb with minimums	Lab pack, Mercury	\$440.00	\$605.00	\$825.00	\$1,100.00		
Line 19	L	Lab pack, Non-Hazardous	\$143.00	\$231.00	\$335.50	\$462.00		
Line 20	I	Lab pack, Organics	\$203.50	\$407.00	\$605.00	\$825.00		
Line 21	I	Lab pack, Oxidizers, solids	\$213.40	\$401.50	\$605.00	\$929.50		
Line 22	I	Lab pack, Oxidizers, liquids	\$213.40	\$401.50	\$605.00	\$929.50		
Line 23	I	Lab pack, Pesticides/Herbicides	\$198.00	\$374.00	\$557.70	\$865.70		
Line 24	I	Lab pack, Reactives	CBC					
Line 25	I	Lab pack other chemicals	CBC					
Line 26	R	Lab pack, oil based paint	\$170.50	\$236.50	\$352.00	\$473.00		
Line 27	L	Lab pack, latex based paint	\$143.00	\$231.00	\$335.50	\$462.00		
Line 28	I	Lab pack, Waste Resins and Adhesives	\$187.00	\$269.50	\$401.50	\$539.00		
Line 29	R	Lab pack, aerosol can	\$173.80	\$209.00	\$313.50	\$418.00		
Line 30	R	Empty Drums, Used	\$0.00	\$0.00	\$0.00	\$29.70		
Line 31		Pails & Drums, New, DOT Shippable	\$38.50	\$0.00	\$0.00	\$0.00		
Line 32		Pails & Drums, Used, DOT Shippable	\$0.00	\$0.00	\$0.00	\$82.50		
Line 33	I	Waste Pesticides or Herbicides, Liquids	\$214.50	\$374.00	\$561.00	\$742.50		
Line 34	I	Waste Pesticides or Herbicides, Solids	\$110.00	\$225.50	\$495.00	\$1,100.00		
Line 35	R	Fuel Type Petroleum Products for recycling, D001	\$104.50	\$143.00	\$187.00	\$247.50		
Line 36	R	Lubrication Products i.e. grease, pump oils	\$110.00	\$132.00	\$165.00	\$225.50		
Line 37	R	Used Crankcase Oils, MVA leaks, Garage	\$97.90	\$117.70	\$148.50	\$201.30		
Line 38	R	Motor oil	\$110.00	\$132.00	\$165.00	\$225.50		
Line 39	R	Motor oil contaminated with water > 5%	\$110.00	\$132.00	\$165.00	\$225.50		
Line 40	I	Motor oil contaminated with halogens	\$165.00	\$187.00	\$220.00	\$280.50		
Line 41	I	Used motor oil contaminated with PCBs						
Line 42	I	Oil saturated rags or absorbents solvent saturated rags or absorbents that can be incinerated	\$363.00	\$517.00	\$770.00	\$1,034.00		
Line 43	L	Solvent or oil saturated rags or absorbents that cannot be incinerated	\$110.00	\$132.00	\$165.00	\$220.00		
Line 44	R	Lab Waste Acetone (F003)	\$104.50	\$143.00	\$192.50	\$253.00		
Line 45	R	Lab Waste Isopropanol (D001)	\$104.50	\$143.00	\$192.50	\$253.00		
Line 46	R	Lab Waste Ethanol (D001)	\$104.50	\$143.00	\$192.50	\$253.00		
Line 47	R	Lab Waste Pyridine (F005)	\$104.50	\$143.00	\$192.50	\$253.00		

Contractor Initials: **AD**

Contract 8003912
Hazardous Waste Disposal Services

Boston Green Fuel CO., LLC

Line 48	I	Waste Heavy Metals (D002, 5-8, 10, 11) containing nitric acid	\$660.00	\$946.00	\$1,419.00	\$1,892.00
Line 49	I	Lab Waste Mercury Standards/water (D002 & D009)	\$1,045.00			
Line 50	I	Lab Waste Phenol, (D002)	CBC	CBC	CBC	CBC
Line 51	T	Lab Waste Cadmium in water with phosphoric acid (D002 & D006)	\$660.00	\$935.00	\$1,419.00	\$1,892.00
Line 52	I	Lab Waste Haloacetic Acid with phosphoric acid & MtBE (D002)				
Line 53	\$35/lb	Elemental Mercury wastes	\$220.00	\$330.00	\$440.00	\$550.00
Line 54	R	Oily Water, Non-Flammable	\$115.50	\$132.00	\$148.50	\$198.00
Line 55	I	Waste Gasoline-contaminated Solids i.e. speedy-dri, sorbants	\$363.00	\$517.00	\$775.50	\$1,034.00
Line 56	I	Waste Petroleum-contaminated Solids i.e. speedy-dri, sorbants	\$363.00	\$517.00	\$775.50	\$1,034.00
Line 57	I	Petroleum tank bottom sludge (D001)	\$181.50	\$291.50	\$434.50	\$583.00
Line 58	L	Non-Hazardous Waste, Non-RCRA Spill Debris and Soil	\$110.00	\$132.00	\$165.00	\$220.00
Line 59	R	Used Lead-Acid Batteries	0.40/lb \$50.00/minimum			
Line 60	R	Alkaline Solutions	\$170.50	\$231.00	\$297.00	\$440.00
Line 61	L	Waste Lead-based Paint Materials		\$220.00	\$302.50	\$506.00
Line 62	I	Paint tank bottom sludge (D001)		\$231.00	\$346.50	\$467.50
Line 63	\$35/lb	Broken Mercury Thermometers, Barometers, etc.	\$200.00	\$330.00	\$440.00	\$550.00
Line 64		In Field HAZ CAT testing of unknowns				
Line 65	R	Waste Propylene Glycol, Antifreeze, Non-Hazardous	\$110.00	\$122.10	\$138.60	\$181.50
Line 66	I	Corrosive/Organic Mixtures for thermal	\$495.00	\$715.00	\$1,078.00	\$1,430.00
Line 67		DOT Exemption Pack				\$110.00
Line 68		Radiological Waste, Dry Active				CBC
Line 69		5-gallon carboy				\$33.00
Line 70		vermiculite, 4-cu. Ft. bag				\$49.50
Line 71	I	Inactivated Cyanide Standards (Sodium Cyanide, Potassium Cyanide) in Sodium Hydroxide and Sodium Hypochlorite Solutions (P098, P106, D002)	CBC	CBC	CBC	CBC

All rates shall start when personnel arrives at the work site and stop when personnel leave the work site.

SECTION 2

Mobilization/Demobilization SCHEDULED PICK-UP OF WASTE TRANSPORT (DRIVER RATES INCLUDED)

Contractor Initials: ADDate: 7/22/2026

State of New Hampshire

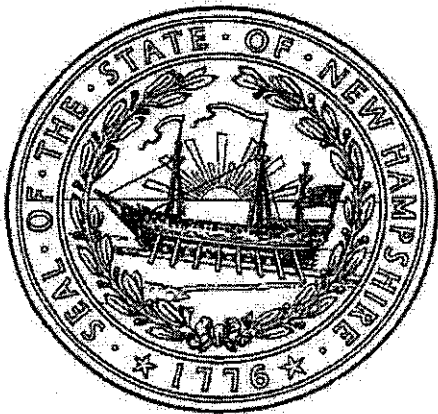
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BOSTON GREEN FUEL CO., LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on October 17, 2013. 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: 699252

Certificate Number: 0007995585



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of August A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp.

David M. Scanlan
Secretary of State

Sole Member LLC Certification of Authority

I, Adam Dennison, hereby certify that I am the Sole Member Of
(Printed First and Last Name)

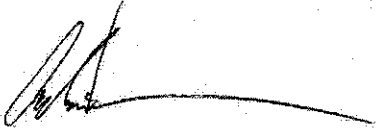
Boston Green Fuel CO., LLC which is registered with the Secretary of State and per our
(Name of Business)

Operating Agreement dated March 13, 2026.

I certify that I am the sole member of the Company.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: July 22, 2026

ATTEST: 
(Signature)

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
Boston Green Fuel Co., LLC
a Massachusetts Limited Liability Company**

This AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Boston Green Fuel Co., LLC, a Massachusetts limited liability company (the "Company"), dated as of March 13, 2026, is entered into by the undersigned, as its sole member (the "Member").

WHEREAS, the Company was formed on March 6, 2026, pursuant to and in accordance with the Massachusetts Limited Liability Company Act, Chapter 156C of the Massachusetts General Laws, as amended from time to time (the "Act"), following the conversion of Boston Green Fuel Co., Inc., a Massachusetts corporation, into the Company pursuant to and in accordance with Section 9.51 of the Massachusetts Business Corporation Act, as amended from time to time;

WHEREAS, the Company was previously governed by that certain Operating Agreement of the Company, dated as of March 6, 2026 (the "Original Agreement"); and

WHEREAS, the Member, as the sole member of the Company, desires to amend and restate the Original Agreement in its entirety as set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is "Boston Green Fuel Co., LLC".
2. Purpose. The Company was formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Member. The name and mailing address of the Member is set forth on Schedule 1 attached hereto. One or more additional members may be admitted to the Company without the sale, assignment, transfer or exchange by the Member of all or any part of its membership interests in the Company, upon such terms and subject to such conditions as the Member may determine. Schedule 1 attached hereto may be amended from time to time pursuant to the terms of this Agreement.
4. Membership Interests. All membership interests in the Company shall be uncertificated. The Member may transfer, assign, pledge or hypothecate, in whole or in part, its membership interests, as determined in its sole discretion. In connection with any such pledge or hypothecation, or in connection with any foreclosure upon or subsequent disposition of the membership interests in connection with any such pledge or hypothecation, the assignee shall be admitted as a member of the Company and shall have all of the rights and powers of the member that previously owned the assigned membership interests without any further consent of the Member or any other person or entity. The membership interests in the Company are intended not to be securities for the purposes of Article 8 of the Uniform Commercial Code in each state, and the Company hereby provides that such membership interests are not securities governed by such Article 8.
5. Capital Contributions by the Member. Without creating any rights in favor of any third party, the Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

6. Tax Matters. So long as the LLC has only one member, the LLC shall be disregarded as an entity separate from its member for income tax purposes, in accordance with, among other legal authorities, Sections 301.7701-1, 301.7701-2 and 301.7701-3 of the Treasury Regulations and the applicable income tax provisions of any applicable state or local law (and successor provisions), and the profits, losses, income, loss, deductions, credits and similar items of the LLC shall be allocated accordingly.

7. Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Member may determine.

8. Term. The Company shall have perpetual existence unless dissolved in accordance with Section 13 of this Agreement.

9. Management. The management of the Company shall be exclusively vested in the Member, and the Member shall manage the Company in accordance with this Agreement. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company. Any action to approve or consent to any matter hereunder or pursuant to the Statutes by the Member may be accomplished by written consent executed by the Member. Written consents may be executed and delivered by telecopy or like electronic means.

10. Officers.

(a) General. The Member may designate one or more persons to be officers of the Company. Any officers who are so designated shall have such titles and authority and perform such duties as the Member may delegate to them. The salaries or other compensation, if any, of the officers of the Company shall be fixed by the Member. Any officer may be removed as such, either with or without cause, by the Member. Designation of an officer shall not of itself create contract rights.

(b) Titles. To the extent appointed by the Member, the officers of the Company may be a Chief Executive Officer, President, a Secretary, one or more Vice Presidents (any one or more of whom may be designated Executive Vice President or Senior Vice President), a Treasurer and such other officers as the Member may from time to time elect or appoint. Any number of offices may be held by the same person.

11. Limited Liability. The Member shall not have any liability for the obligations of the Company except to the extent provided by the Act.

12. Indemnification. The Company shall, to the fullest extent authorized by the Act, indemnify and hold harmless any member, manager, Officer or employee of the Company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the Company.

13. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of (a) the written consent of the Member to such effect and (b) any other event of dissolution under the Act.

14. Fiscal Year. The fiscal and taxable year of the Company shall be the calendar year.

15. Consents. Any action that may be taken by the Member at a meeting may be taken

without a meeting if a consent in writing, setting forth the action so taken, is signed by the Member.

16. Amendments. This Agreement may be modified, altered, supplemented or amended at any time by a written agreement executed and delivered by the Member.

17. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by, the laws of the Commonwealth of Massachusetts.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has caused this Amended and Restated Operating Agreement to be duly executed effective as of the date first set forth above.

BGF ENVIRONMENTAL INTERMEDIATE, LLC,
a Delaware limited liability company

Signed by:
By: Adam Dennison
Name: Adam Dennison
Title: President

Schedule 1

Members

<u>Member</u>	<u>Address</u>	<u>% Owned</u>
BGF Environmental Intermediate, LLC	3 Janice Marie Way, Freetown, Massachusetts 02717	100%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2026

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

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

PRODUCER

Arthur J. Gallagher Risk Management Services, LLC
1 Research Dr Ste 300B
Westborough MA 01581

CONTACT

NAME: Lee Ostaszewski

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS: Lee_Ostaszewski@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Nautilus Insurance Company

17370

INSURER B : Commerce Insurance Company

34754

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Boston Green Fuel Co., LLC
102 Charles Eldridge Dr
Lakeville MA 02347

License#: 0D69293

BOSTGRE-02

COVERAGES

CERTIFICATE NUMBER: 20604693

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ POLL \$1,000,000 ☒ DEDUCT \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ECP204908310	1/31/2026	1/31/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 POLICY AGGREGATE LIM \$2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BJBCCY	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS	Y	Y	FFX204908410	1/31/2026	1/31/2027	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	Y	ECP204908310	1/31/2026	1/31/2027	Each Occurrence \$1,000,000 Aggregate Limit \$2,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED ON GENERAL LIABILITY AND UMBRELLA LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND UMBRELLA LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY & EXCESS ARE ON A PRIMARY NON-CONTRIBUTORY BASIS PER WRITTEN CONTRACT. EXCESS LIABILITY/UMBRELLA IS FOLLOW FORM OVER THE GL, AL, AND EL COVERAGE.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT & SUPPORT SERVICES
JAMES NOEL/SR PURCHASING AGENT
105 PLEASANT STREET
CONCORD NH 03301
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Arthur J. Gallagher Risk Management Services, LLC



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3038856

DATE (MM/DD/YYYY)

07/22/2026

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

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

PRODUCER
LOCKTON COMPANIES, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT**NAME:****PHONE** 888-828-8365**(A/C, No, Ext):****FAX****(A/C, No):****E-MAIL ADDRESS:** insperitycerts@locktonaffinity.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Indemnity Insurance Company of North America

43575

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED
BOSTON GREEN FUEL CO., LLC
102 CHARLES ELDRIDGE RD
LAKEVILLE, MA 02347-1377

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			C74041243	10/01/2025	10/01/2026	
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				X PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

STATE OF NEW HAMPSHIRE DAS
DBA: DIV OF PROCUREMENT & SUPPORT SVCS
ATTN: JAMES NOEL/SR PURCHASING AGENT
105 PLEASANT STREET
CONCORD NH 03301

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