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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

May 29, 2025

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 with Aries Engineering, LLC, (VC#156327) Concord, NH, for a total price not to exceed \$100,000 for Air Emission and Permitting Consulting Services. The term of the contract shall begin on June 25, 2025, or upon approval of the Governor and Executive Council whichever is later, through June 24, 2027, a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

Funds are anticipated to be available through various individual Department of Administrative Services budgeted class 048 contract maintenance expenditure lines for Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

## EXPLANATION

In accordance with RSA 21-I:12, II B, the Department of Administrative Services, Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." The Division of Plant and Property Management maintains 95 state-owned buildings located throughout the State. This contract will be utilized to provide Air Emission and Permitting Consulting Services for state-owned buildings managed by the Department of Administrative Services located in Concord.

The Department of Administrative Services, Division of Plant and Property, through the Bureau of Purchase and Property (BoPP) issued RFP 466-25 on January 29, 2025 with responses due on February 21, 2025. The proposal reached one hundred twenty-three vendors through the NIGP registry with an additional thirty-two directly sourced. There was one compliant response received with Aries Engineering, LLC being the only vendor. The attached bid summary shows a recommended price limitation greater than the total contract price. This discrepancy is because the hours per position in the bid summary were estimated for comparative purposes among multiple potential bidders and do not reflect the actual hours required for the contract.

This Air Emission and Permitting Consulting Services contract, upon approval, will allow the Division of Plant and Property, Central Facilities Bureau to proactively manage air emissions across all forty-two of its buildings. The contract will provide information regarding air permit requirements, emission monitoring, ongoing record keeping and obligations and accurate emergency generator registrations as it relates to air emissions. Additionally, this contract will provide the Bureau of Central Facilities with near and long-term strategies for each air source. The contract will assist with training Bureau staff for ongoing permit obligations with daily, weekly, monthly and annual maintenance and reporting as mandated by the New Hampshire Department of Environmental Services and Environmental Protection Agency permitting requirements. By proactively addressing these crucial requirements, this contract will significantly mitigate the risk of costly permit fines in the future

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	Air Emissions Consulting Services	Agency	DAS
RFB#	466-25	Requisition#	N/A
Agent Name	James Poulin	Bid Closing	2/21/25

Indicates Award:

		Product Description	Aries Engineering	
			Hourly Cost	Extended Hourly Cost
100	Hours	Senior Air Consultant	\$200.00	\$20,000.00
100	Hours	Air Quality Lead Consultant	\$190.00	\$19,000.00
100	Hours	Emissions Reductions Strategist	\$160.00	\$16,000.00
100	Hours	Senior Systems Engineer	\$200.00	\$20,000.00
100	Hours	Senior Pricing Analyst	\$200.00	\$20,000.00
100	Hours	Air Permitting Manager	\$160.00	\$16,000.00
100	Hours	Clerical/Admin	\$85.00	\$8,500.00
100	Hours	Project Staff	\$100.00	\$10,000.00
<b>Sub Total</b>				<b>\$129,500.00</b>
<b>Estimated annual spend</b>				<b>\$129,500.00</b>
<b>Estimated term spend</b>				<b>\$259,000.00</b>
<b>Add allowance for unforeseen work</b>				<b>\$25,900.00</b>
<b>Recommended price limitation</b>				<b>\$284,900.00</b>

Recommendation Summary	
Statewide Contract or Amendment	Single Agency Contract
Term of Contract	2 years
Price Limitation	\$284,900.00
Number of Solicitations Received	1
Number of Sourced bidders	32
Number of NIGP Vendors Sourced	123
Number of non-responsive bidders	154
P-37 Checklist Complete	
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-CARD
FOB Delivered	Yes
Special Notes: One bid was received. After a full interview between the end using agency and the vendor, it was determined they were a qualified fit for the consulting services. All RFP points are awarded to the single bidder.	

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Aries Engineering, LLC		1.4 Contractor Address 104 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-0008	1.6 Account Unit and Class Various	1.7 Completion Date June 24, 2027	1.8 Price Limitation 100,000
1.9 Contracting Officer for State Agency Donald Perrin, Superintendent of Buildings and Grounds		1.10 State Agency Telephone Number 603-688-5159	
1.11 Contractor Signature  Date: 5/22/25		1.12 Name and Title of Contractor Signatory Kathryn A. Ward, President	
1.13 State Agency Signature  Date: 5/29/25		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:  On: 6/3/25			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 5/22/25

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials KCW

Date 5/22/25

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

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

**14. INSURANCE.**

Contractor Initials Kaw  
Date 5/22/25

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

#### 19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials KCW  
Date 5/22/25

**EXHIBIT A - SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials Kaw  
Date 5/22/25

## **EXHIBIT B - SCOPE OF SERVICES**

### **1. INTRODUCTION:**

- 1.1. Aries Engineering, 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 Air Emission and Permitting Consulting Services in accordance with the proposal submission in response to State Request for Proposal #466-25 and as described herein.

### **2. CONTRACT DOCUMENTS:**

- 2.1. This Contract consists of the following documents ("Contract Documents"):
- State of New Hampshire Terms and Conditions, General Provisions Form P-37
  - EXHIBIT A Special Provisions
  - EXHIBIT B Scope of Services
  - EXHIBIT C Method of Payment
- 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: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment".

### **3. TERM OF CONTRACT:**

- 3.1. The term of the contract shall commence on June 25, 2025, or upon approval of the Governor and Executive Council, whichever is later, through June 24, 2027 a period of approximately two (2) years.
- 3.2. The Contract may be extended for up to one additional 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 three (3) years.

### **4. SCOPE OF WORK:**

- 4.1. Air Emissions Bid Support - Assist with the preparation and issuance of competitive bid documents and obtain pricing and agreements that are acceptable to the State and align with the State's air emission consulting objectives. Consulting services expected to be provided include:
- 4.1.1. Environmental Protection Agency (EPA) Published Factors
    - 4.1.1.1. Assist agency with the knowledge and understanding of how the EPA describes and enforces emission tests and inspections
  - 4.1.2. Mathematical training on various fuel types (oil, diesel, gasoline, etc.) and how emissions are calculated and inspected
  - 4.1.3. Training of staff within the agency on continued reporting and maintenance of ongoing permits required
  - 4.1.4. Build a compliance calendar for the State that documents when emissions reports and/or permits are due to stay in compliance with New Hampshire Department of Environmental Services and/or Environmental Protection Agency.

### **5. COMMERCIAL REQUIREMENTS:**

- 5.1. 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.
- 5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with

the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

- 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
  - 5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
  - 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
  - 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
  - 5.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
  - 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
  - 5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
  - 5.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
6. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**
- 6.1. The Contractor shall provide all Air Emission and Permitting Consulting services strictly pursuant to, and in conformity with, the specifications described in State RFP 466-25, as described herein, and under the terms of this Contract.
  - 6.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
  - 6.3. 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.
  - 6.4. 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\(q0fzcv55qhaeqs45jpyq5j45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5j45))/welcome.aspx).
  - 6.5. 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.
  - 6.6. 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.
7. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

7.1. 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.

8. **CONFIDENTIALITY & CRIMINAL RECORD:**

8.1. 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.

**EXHIBIT C - METHOD OF PAYMENT**

**9. CONTRACT PRICE:**

9.1. The Contractor hereby agrees to provide Air Emission and Permitting Consulting 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 \$100,000.00; 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.

**10. PRICING STRUCTURE:**

10.1.

<b>Product Description</b>	<b>Hourly Cost</b>
Senior Air Consultant	\$200.00
Air Quality Lead Consultant	\$190.00
Emissions Reductions Strategist	\$160.00
Senior Systems Engineer	\$200.00
Senior Pricing Analyst	\$200.00
Air Permitting Manager	\$160.00
Clerical/Admin	\$85.00
Project Staff	\$100.00

**11. TRAVEL EXPENSES (fixed fee):**

11.1. All Travel expenses including air and ground transportation, parking, meals and lodging etc. are included in the fixed rates as shown under Exhibit C section 11 Pricing Structure.

**12. INVOICE:**

12.1. Itemized invoices shall be submitted to the Department of Administrative Services after the completion of the job/services and shall include a brief description of the work done along with the location of work.

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

12.3. The invoice shall be submitted to the following address:

State of New Hampshire  
Central Facilities Bureau  
CFB.AP@das.NH.gov

**13. PAYMENT:**

13.1. Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:  
<https://www.nh.gov/treasury>.

Contractor Initials KCW

Date 5/22/25

# State of New Hampshire

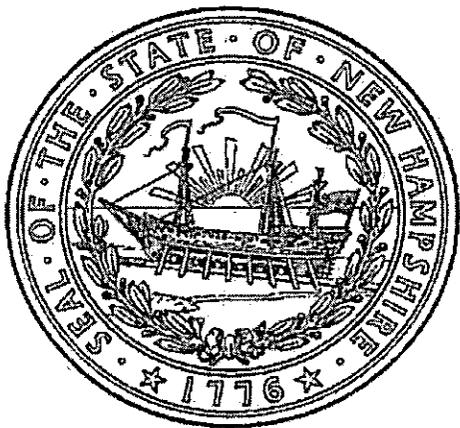
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ARIES ENGINEERING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 30, 1987. 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: 111596

Certificate Number: 0007148358



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2025.

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

David M. Scanlan  
Secretary of State

**Aries Engineering, LLC**

**UNANIMOUS WRITTEN CONSENT  
OF MEMBERS IN LIEU OF MEETING**

The undersigned, being all of the members of Aries Engineering, LLC, a New Hampshire limited liability company (the "Company"), in accordance with the New Hampshire Revised Limited Liability Company Act, RSA 304-C:1 *et seq.*, agree to waive all notice of the time, place, and purpose of a meeting of the members of the Company, and hereby adopt the following resolutions with the same force and effect as if such resolutions had been adopted at a meeting of members duly called and convened for such purpose on the date set forth below, with a full quorum present and acting throughout:

RESOLVED, that it is in the best interests of the Company to enter into the transactions contemplated by that certain Agreement (the "Agreement") to provide certain Air Emission and Permitting Consulting Services to the State of New Hampshire upon the terms and conditions set forth therein, said Agreement being awarded to the Company as the result of State of New Hampshire Bid No. RFP 466-25.

RESOLVED, that the terms and conditions of the Agreement are hereby authorized, accepted, and approved;

RESOLVED, that Kathryn A. Ward, in their capacity as a member of the Company, is hereby authorized to execute and deliver the Agreement in the name, and on behalf, of the Company;

RESOLVED, that Kathryn A. Ward, in their capacity as a member of the Company, is hereby authorized to execute and deliver any and all such other agreements, documents, or instruments and to take such other actions as may be necessary to consummate the transactions contemplated by the Agreement;

RESOLVED, that any other actions of Kathryn A. Ward in furtherance of the foregoing resolutions, whether taken before or after the adoption or effectiveness of these resolutions, are hereby approved, confirmed, ratified, and adopted;

RESOLVED, that these resolutions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;

RESOLVED, that a facsimile or portable document format (PDF) signature on these resolutions shall be equivalent to, and have the same force and effect as, an original signature; and

RESOLVED, that the foregoing resolutions shall take effect on April 3, 2025.

George C. Holt, Member



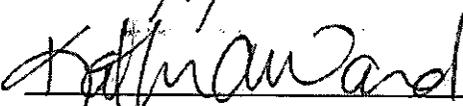
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Jay P. Johonnett, Member



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Kathryn A. Ward, Member



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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Davis & Towle Morrill & Everett, Inc.		NAMED INSURED Aries Engineering, LLC 104 Pleasant Street- Unit 4 Concord, NH 03301	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

**ADDITIONAL REMARKS**

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

Description of Operations/Locations/Vehicles:  
 Each Pollution Condition Limit                    \$2,000,000  
 Aggregate:    \$2,000,000  
 Retention/Deductible:                                        \$ 50,000

Endurance American Specialty Insurance Company  
 Policy# DPL20010120  
 Policy Term: 7/18/2024 to 7/18/2025  
 Professional Liability Limit  
 Each Claim    \$2,000,000  
 Aggregate    \$2,000,000  
 Retention/Deductible                                         \$ 50,000

It is hereby agreed and understood that the State of New Hampshire is included as an Additional Insured on the General Liability for ongoing operations when required by written contract.

Waiver of Subrogation applies to General Liability when required by written contract.