

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and Airex Filter Corporation, with a principal place of business in Hudson, NH, (hereinafter called “Contractor”). Contractor’s form of business organization is Corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of HVAC Air Filters. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$150,000.00.
4. **Contract Term.** The period of contractor’s performance shall begin on December 1, 2023 and end on November 30, 2025 with an option to renew for two, twelve-month terms upon mutual agreement of both parties.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
8. **Attachments.** This contract consists of 15 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment B1- Price Schedule

Attachment B2- Catalog Pricing Discounts

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/7/2023)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Attachment B1 (Price Schedule)
- (6) Attachment B2 (Catalog Pricing Discounts)

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M. V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1-146 as identified in Attachment B1.
2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
 - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
4. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not

meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.

6. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Name: Matt Carroll
Phone: (603) 821-3065 ext. 124
Email: mcarroll@airexco.com

f. **For the State:**

Name: State of Vermont, Mike Kennedy
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802/249-5058
Fax: 802/828-2222
Email: Michael.n.kennedy@vermont.gov

8. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to the ordering department or agency.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**Attachment B1
 (Price Schedule)**

Line Item	Filter Size	Product number of "special"	Standard package quantity	Percent recycled material	Price "per" each Filter
	1" THICKNESS				
1	7.5 x 19.5 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
2	7.75 x 18 7/8 x .50	5ODDPM199 (ODD)	12	15-20%	\$ 6.08
3	7.75 x 21.75 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
4	7.75 x 24 7/8 x .50	5ODDPM249 (ODD)	12	15-20%	\$ 6.96
5	7.75 x 25.75 x 1	1ODDPM249 (ODD)	12	15-20%	\$ 6.96
6	7.75 x 31.75 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 6.96
7	7.75 x 33 7/8 x .50	5ODDPM299 (ODD)	12	15-20%	\$ 7.23
8	8 x 20 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 7.23
9	8 x 27.5 x 1 (see thru)	1ODDPM249 (ODD)	12	15-20%	\$ 6.08
10	8 x 30 x 1 (see thru)	1ODDPM249 (ODD)	12	15-20%	\$ 6.96
11	8 x 32 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 6.96
12	8 x 37 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
13	8 x 44.75 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 7.23
14	8 x 54 x 1	1ODDPM449 (ODD)	12	15-20%	\$ 8.85
15	8 x 63 x 1	1ODDPM549 (ODD)	12	15-20%	\$ 10.00
16	8.50 x 22 x 1 (see thru)	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
17	8.50 x 30 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
18	8.75 x 16 x 1	1ODDPM149 (ODD)	12	15-20%	\$ 5.66
19	8.825 x 19.125 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08

20	8.825 x 24.125 x 1	1ODDPM249 (ODD)	12	15-20%	\$ 6.96
21	8.75 x 19.25 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
22	8.75 x 24 x 1	1ODDPM249 (ODD)	12	15-20%	\$ 6.96
23	8.75 x 32.75 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
24	8.825 x 33.625 x 1	1ODDPM349 (ODD)	12	15-20%	\$ 7.83
25	8.825 x 42.125 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
26	9 x 21 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
27	9 x 28 1/2 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
28	9 x 30.75 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
29	9 x 31 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
30	9 x 45 x 1	1ODDPM449 (ODD)	12	15-20%	\$ 8.85
31	9 x 45.75 x 1	1ODDPM449 (ODD)	12	15-20%	\$ 8.85
32	9 3/4 x 29 1/4 x 1/2	5ODDPM349 (ODD)	12	15-20%	\$ 7.83
33	9 3/4 x 37 1/4 x 1/2	5ODDPM399 (ODD)	12	15-20%	\$ 8.32
34	10 x 16 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
35	10 x 18 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
36	10 x 20 x 1	PM102001	12	15-20%	\$ 3.36
37	10 x 21.75 x 1	1ODDPM249 (ODD)	12	15-20%	\$ 6.96
38	10 x 22 x 1	1ODDPM249 (ODD)	12	15-20%	\$ 6.96
39	10 x 25 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
40	10 x 26 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
41	10 x 27 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
42	10 x 28 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23

43	10 x 27.75 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
44	10 x 33 x 1	1ODDPM349 (ODD)	12	15-20%	\$ 7.83
45	10 x 36 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
46	10 x 36.5 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
47	10 x 60.5 x 1	1ODDPM649 (ODD)	12	15-20%	\$ 11.17
48	11.5 x 19.75 x 1	1ODDPM249 (ODD)	12	15-20%	\$ 6.96
49	12 x 7 x 1	1ODDPM99 (ODD)	12	15-20%	\$ 4.52
50	12 x 12 x 1	PM12121	12	15-20%	\$ 3.69
51	12 x 20 x 1	PM12201	12	15-20%	\$ 3.36
52	12.75 x 33 x 1	1ODDPM449 (ODD)	12	15-20%	\$ 8.85
53	12.75 x 40 x 1	1ODDPM549 (ODD)	12	15-20%	\$ 10.00
54	12.75 x 53.75 x 1	1ODDPM749 (ODD)	12	15-20%	\$ 12.78
55	12.75 x 54 x 1	1ODDPM749 (ODD)	12	15-20%	\$ 12.78
56	13 x 17.5 x 1	1ODDPM249 (ODD)	12	15-20%	\$ 6.96
57	13 x 14 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
58	14 x 20 x 1	PM14201	12	15-20%	\$ 3.46
59	14 x 33 x 1	1ODDPM499 (ODD)	12	15-20%	\$ 9.13
60	14 x 44 x 1	1ODDPM649 (ODD)	12	15-20%	\$ 11.17
61	14 x 54.5 x 1	1ODDPM799 (ODD)	12	15-20%	\$ 13.71
62	15 x 17 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
63	15 x 20 x 1	PM15201	12	15-20%	\$ 3.46
64	15 x 22 x 1	1ODDP349 (ODD)	12	15-20%	\$ 7.83
65	15 x 53.5 x 1	1ODDPM849 (ODD)	12	15-20%	\$ 14.70

66	15 x 63.5 x 1	1ODDPM1000 (ODD)	12	15-20%	\$ 17.90
67	15 x 76 x 1	1ODDPM1200 (ODD)	12	15-20%	\$ 20.72
68	16 x 18 x 1	1ODDPM299 (ODD)	12	15-20%	\$ 7.23
69	16 x 20 x 1	PM16201	12	15-20%	\$ 3.07
70	16 x 22 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
71	16 x 22.25 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
72	16 x 22 1/2 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
73	16 x 25 x 1	PM16251	12	15-20%	\$ 3.55
74	16 x 30 x 1	PM16301	12	15-20%	\$ 6.25
75	17 x 19.5 x 1	1ODDPM349 (ODD)	12	15-20%	\$ 7.83
76	17.25 x 20.75 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
77	18 x 18 x 1	PM18181	12	15-20%	\$ 5.01
78	18 x 22 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
79	18 x 22.25 x 1	1ODDPM449 (ODD)	12	15-20%	\$ 8.85
80	18 x 24 x 1	PM18241	12	15-20%	\$ 4.70
81	18 x 36 x 1	1ODDPM649 (ODD)	12	15-20%	\$ 11.17
82	19 x 19 x 1	1ODDPM399 (ODD)	12	15-20%	\$ 8.32
83	19 x 27 x 1	1ODDPM549 (ODD)	12	15-20%	\$ 10.00
84	19.5 x 8.5 x 1	1ODDPM199 (ODD)	12	15-20%	\$ 6.08
85	20 x 20 x 1	PM20201	12	15-20%	\$ 3.55
86	22 x 22 x 1	PM22221	12	15-20%	\$ 7.93
87	24 x 10 x 1	PM10241	12	15-20%	\$ 3.46
88	24 x 24 x 1	PM24241	12	15-20%	\$ 4.88

89	26 1/2 x 17 x 1	1ODDPM499 (ODD)	12	15-20%	\$ 9.13
90	33.75 x 13.75 x 1	1ODDPM499 (ODD)	12	15-20%	\$ 9.13
	2" THICKNESS				
91	10 x 16 x 2	2ODDPM199 (ODD)	12	15-20%	\$ 8.15
92	10 x 20 x 2	PM10202	12	15-20%	\$ 3.96
93	10 x 28 x 2	2ODDPM299 (ODD)	12	15-20%	\$ 9.91
94	12 x 24 x 2	PM12242	12	15-20%	\$ 3.40
95	14 x 20 x 2	PM14202	12	15-20%	\$ 3.96
96	14 x 24 x 2	2ODDPM349 (ODD)	12	15-20%	\$ 10.98
97	14 x 25 x 2	PM14252	12	15-20%	\$ 4.70
98	15.5 x 9 x 2	2ODDPM149 (ODD)	12	15-20%	\$ 7.26
99	15 x 20 x 2	PM15202	12	15-20%	\$ 3.88
100	16 x 16 x 2	PM16162	12	15-20%	\$ 5.01
101	16 x 20 x 2	PM16202	12	15-20%	\$ 3.64
102	16 x 22 x 2	2ODDPM399 (ODD)	12	15-20%	\$ 11.75
103	16 x 24 x 2	PM16242	12	15-20%	\$ 4.70
104	16 x 25 x 2	PM16252	12	15-20%	\$ 4.24
105	16.5 x 24 x 2	2ODDPM449 (ODD)	12	15-20%	\$ 12.61
106	18 x 18 x 2	PM18182	12	15-20%	\$ 5.13
107	18 x 20 x 2	PM18202	12	15-20%	\$ 5.93
108	18 x 22 x 2	2ODDPM399 (ODD)	12	15-20%	\$ 11.75
109	18 x 24 x 2	PM18242	12	15-20%	\$ 5.43
110	18 x 25 x 2	PM18252	12	15-20%	\$ 5.43

111	18 x 22 x 2	2ODDPM399 (ODD)	12	15-20%	\$ 11.75
112	18 x 32.5 x 2	2ODDPM599 (ODD)	12	15-20%	\$ 14.44
113	20 x 20 x 2	PM20202	12	15-20%	\$ 4.24
114	20 x 24 x 2	PM20242	12	15-20%	\$ 5.43
115	20 x 25 x 2	PM20252	12	15-20%	\$ 4.83
116	21.5 x 36 x 2	2ODDPM799 (ODD)	12	15-20%	\$ 18.83
117	22 x 26 x 2	2ODDPM599 (ODD)	12	15-20%	\$ 14.44
118	24 x 12 x 2	PM12242	12	15-20%	\$ 3.40
119	24 x 20 x 2	PM20242	12	15-20%	\$ 5.43
120	24 x 24 x 2	PM24242	12	15-20%	\$ 5.40
121	29 x 16 x 2	2ODDPM499 (ODD)	12	15-20%	\$ 13.10
122	29.5 x 28.5 x 2	2ODDPM899 (ODD)	12	15-20%	\$ 21.60
	4" THICKNESS				
123	12 x 24 x 4	PM12244	6	15-20%	\$ 6.63
124	16 x 20 x 4	PM16204	6	15-20%	\$ 6.96
125	16 x 25 x 4	PM16254	6	15-20%	\$ 7.80
126	20 x 20 x 4	PM20204	6	15-20%	\$ 7.80
127	20 x 24 x 4	PM20244	6	15-20%	\$ 11.01
128	20 x 25 x 4	PM20254	6	15-20%	\$ 9.64
129	24 x 24 x 4	PM24244	6	15-20%	\$ 10.89
130	29.5 x 28.5 x 4	4ODDPM899 (ODD)	6	15-20%	\$ 43.76
	OTHER THAN x 4 THICKNESS				
131	12 x 24 x 12	EP495122412P	1	8-10%	\$ 43.76

132	12 x 24 x 18	EP595122418P	1	8-10%	\$ 40.39
133	24 x 12 x 12	EP685241212P	1	8-10%	\$ 60.45
134	24 x 24 x 11 1/2	EP685242412P	1	8-10%	\$ 57.36
135	24 x 24 x 12	EP685242415P	1	8-10%	\$ 60.28
136	24 x 24 x 18	EP685242422P	1	8-10%	\$ 64.78
137	24 x 24 x 22	EP685242422P	1	8-10%	\$ 68.78
	METAL FRAMES (FILTER SIZE)				
138	13 x 13.5 x 25	NO BID	1	8-10%	\$ -
139	15 x 14.5 x 5	NO BID	4	8-10%	\$ -
140	19.5 x 8.5 x 1	1MDMTA199	12	8-10%	\$ 25.59
141	20 x 24 x 12	AP950412P	1	8-10%	\$ 97.58
142	24 x 12 x 12	AP952412P	1	8-10%	\$ 66.40
143	24 x 24 x 12	AP954412P	1	8-10%	\$ 78.23
144	24 x 24 x 15	EP895242415P	1	8-10%	\$ 57.79
145	24 x 24 x 22	EP895242422P	1	8-10%	\$ 70.44
146	20 x 24 (metal ring)	153-2024	24	5-10%	\$ 10.69

State warranty for filters and enclose detail on separate sheet: ***Not damaged and function as stated.***

Delivery days (business) after receipt of order: **7-21 days**

In stock 7 days, **ODD/ special order 14-21 days**

**Attachment B2
Catalog Pricing Discounts**

This form shall reflect discounts/pricing for all filters offered under the proposed contract. Add additional lines/page for other filters and discounts offered.

Price list/catalog from which discounts are offered:

Name/Manufacturer- Airex Filter Corporation

Catalog Number- Online Portal Date of catalog- Current

Price column designation subject to quoted discount- Yes

<u>Filter type description</u>	<u>Discount off catalog price</u>
Extended surface MERV 8 (pleated): Nominal thickness-	
1"	50%
2"	50%
4"	50%
Bag (pocket) MERV 13	15%
Box (rigid) MERV 13	40%
Polyester Ring Panel	30%
Disposable panel filters	
1"	50%
2"	50%
2" Automatic roll media- 85' rolls	40%
Polycubes	40%
HEPA Filters	40%
Carbon Impregnated Pleated Filters	40%

Other: Custom ODD sized filters 27%

Special Filters (made-to-order, odd sizes): Indicate how pricing will be calculated for

Special filters: 27% off, Priced per sq inch from 1-49, 50-99, 100-149, 150-199, etc..

Pleated filters: price per square inch: Varies depending on size and specs

Double (over-size) price per square inch- Varies

Indicate definition of Double (over-size) - Varies

Panel filters: price per square inch: Varies depending on size and specs

Double (over-size) price per square inch- Varies

Indicate definition of Double (over-size) - Varies

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.