

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 Florence Filter Corporation, with a principal place of business in Compton, CA, (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 10 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment B1- Price Schedule

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)

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: _____

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: Nagah Hanna
Phone: 310/637-1137
Email: Sales@florencefilter.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. Contractor shall submit invoice(s) to the ordering department or agency.
5. 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.
6. 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.
7. 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	Part Number	Qty per Case	% Of Recycled Content	Unit Price
	1" Thickness				
1	7.5x19.5x1	PLAX7H19HM	12	30%	\$3.70
2	7.75x187/8x.50	PLAX7M18PH	12	30%	\$3.16
3	7.75x21.75x1	PLAX7m21MM	12	30%	\$3.77
4	7.75x247/8x.50	PLAX7HM24PH	12	30%	\$3.41
5	7.75x25.75x1	PLAX7M25MM	12	30%	\$4.16
6	7.75x31.75x1	PLAX7M31MM	12	30%	\$4.49
7	7.75x337/8x.50	PLAX7M33PH	12	30%	\$4.05
8	8x20x1	PLAX820M	12	30%	\$4.82
9	8x27.5x1(seethru)	PLAX827HM	12	30%	\$5.28
10	8x30x1(seethru)	PLAX830M	12	30%	\$5.48
11	8x32x1	PLAX832M	12	30%	\$5.61
12	8x37x1	PLAX837M	12	30%	\$4.16
13	8x44.75x1	PLAX844MM	12	30%	\$4.47
14	8x54x1	PLAX854M	12	30%	\$6.33
15	8x63x1	PLAX863M	12	30%	\$6.90
16	8.50x22x1(seethru)	PLAX8H22M	12	30%	\$3.28
17	8.50x30x1	PLAX8H30M	12	30%	\$3.60
18	8.75x16x1	PLAX8M16M	12	30%	\$4.51
19	8.825x19.125x1	PLAX8N19BM	12	30%	\$3.21
20	8.825x24.125x1	PLAX8N24BM	12	30%	\$3.42
21	8.75x19.25x1	PLAX8M19DM	12	30%	\$4.64
22	8.75x24x1	PLAX8M24M	12	30%	\$4.72
23	8.75x32.75x1	PLAX8M32MM	12	30%	\$5.15
24	8.825x33.625x1	PLAX8N33KM	12	30%	\$4.07
25	8.825x42.125x1	PLAX8N42BM	12	30%	\$4.43
26	9x21x1	PLAX921M	12	30%	\$4.95
27	9x281/2x1	PLAX928HM	12	30%	\$3.57
28	9x30.75x1	PLAX930MM	12	30%	\$3.97
29	9x31x1	PLAX931M	12	30%	\$5.61
30	9x45x1	PLAX945M	12	30%	\$6.54
31	9x45.75x1	PLAX945MM	12	30%	\$4.53
32	93/4x291/4x1/2	PLAX9M29DH	12	30%	\$5.43
33	93/4x371/4x1/2	PLAX9M37DH	12	30%	\$5.96
34	10x16x1	PLAX1016M	12	30%	\$4.66

35	10x18x1	PLAX1018M	12	30%	\$4.79
36	10x20x1	PLF10201-10	12	30%	\$3.76
37	10x21.75x1	PLAX1021MM	12	30%	\$3.31
38	10x22x1	PLAX1022M	12	30%	\$5.05
39	10x25x1	PLF10251-10	12	30%	\$3.76
40	10x26x1	PLAX1026M	12	30%	\$5.32
41	10x27x1	PLAX1027M	12	30%	\$5.38
42	10x28x1	PLAX1028M	12	30%	\$5.45
43	10x27.75x1	PLAX1027MM	12	30%	\$3.52
44	10x33x1	PLAX1033M	12	30%	\$4.07
45	10x36x1	PLAX1036M	12	30%	\$6.01
46	10x36.5x1	PLAX1036HM	12	30%	\$6.01
47	10x60.5x1	PLAX1060HM	12	30%	\$7.69
48	11.5x19.75x1	PLAX11H19MM	12	30%	\$3.25
49	12x7x1	PLAX712M	12	30%	\$2.90
50	12x12x1	PLF12121-10	12	30%	\$3.76
51	12x20x1	PLF12201-10	12	30%	\$3.76
52	12.75x33x1	PLAX12M33M	12	30%	\$5.03
53	12.75x40x1	PLAX12M40M	12	30%	\$5.53
54	12.75x53.75x1	PLAX12M53MM	12	30%	\$6.47
55	12.75x54x1	PLAX12M54M	12	30%	\$6.47
56	13x17.5x1	PLAX1317HM	12	30%	\$3.69
57	13x14x1	PLAX1314M	12	30%	\$3.64
58	14x20x1	PLF14201-10	12	30%	\$3.85
59	14x33x1	PLAX1433M	12	30%	\$5.24
60	14x44x1	PLAX1444M	12	30%	\$6.18
61	14x54.5x1	PLAX1454HM	12	30%	\$6.57
62	15x17x1	PLAX1517M	12	30%	\$3.66
63	15x20x1	PLF15201-10	12	30%	\$3.95
64	15x22x1	PLAX1522M	12	30%	\$3.98
65	15x53.5x1	PLAX1553HM	12	30%	\$6.53
66	15x63.5x1	PLAX1563HM	12	30%	\$7.16
67	15x76x1	PLAX1576M	12	30%	\$7.92
68	16x18x1	PLAX1618M	12	30%	\$4.33
69	16x20x1	PLF16201-10	12	30%	\$3.47
70	16x22x1	PLAX1622M	12	30%	\$4.97
71	16x22.25x1	PLAX1622DM	12	30%	\$4.05
72	16x221/2x1	PLAX1622HM	12	30%	\$4.05
73	16x25x1	PLF16251-10	12	30%	\$3.84

74	16x30x1	PLF16301-10	12	30%	\$6.07
75	17x19.5x1	PLAX1719HM	12	30%	\$3.88
76	17.25x20.75x1	PLAX17D20MM	12	30%	\$3.96
77	18x18x1	PLF18181-10	12	30%	\$4.72
78	18x22x1	PLAX1822M	12	30%	\$4.02
79	18x22.25x1	PLAX1822DM	12	30%	\$4.08
80	18x24x1	PLF18241-10	12	30%	\$4.66
81	18x36x1	PLAX1836M	12	30%	\$5.33
82	19x19x1	PLAX1919M	12	30%	\$4.36
83	19x27x1	PLAX1927M	12	30%	\$4.42
84	19.5x8.5x1	PLAX8H19HM	12	30%	\$4.31
85	20x20x1	PLF20201-10	12	30%	\$3.84
86	22x22x1	PLF22221-10	12	30%	\$5.10
87	24x10x1	PLF10241-10	12	30%	\$3.76
88	24x24x1	PLF24241-10	12	30%	\$4.43
89	261/2x17x1	PLAX1726HM	12	30%	\$4.39
90	33.75x13.75x1	PLAX13M33MM	12	30%	\$5.12
	2" Thickness				
91	10x16x2	PLAX10161M	12	30%	\$5.62
92	10x20x2	PLF10202-10	12	30%	\$4.33
93	10x28x2	PLAX10281M	12	30%	\$6.51
94	12x24x2	PLF12242-10	12	30%	\$3.95
95	14x20x2	PLF14202-10	12	30%	\$4.33
96	14x24x2	PLAX14241M	12	30%	\$6.29
97	14x25x2	PLF14252-10	12	30%	\$4.33
98	15.5x9x2	PLAX915H1M	12	30%	\$3.72
99	15x20x2	PLF15202-10	12	30%	\$4.33
100	16x16x2	PLF16162-10	12	30%	\$4.10
101	16x20x2	PLF16202-10	12	30%	\$4.04
102	16x22x2	PLAX16221M	12	30%	\$6.14
103	16x24x2	PLF16242-10	12	30%	\$4.53
104	16x25x2	PLF16252-10	12	30%	\$4.43
105	16.5x24x2	PLAX16H241M	12	30%	\$6.31
106	18x18x2	PLF18182-10	12	30%	\$5.48
107	18x20x2	PLF18202-10	12	30%	\$5.48
108	18x22x2	PLAX18221M	12	30%	\$5.95
109	18x24x2	PLF18242-10	12	30%	\$4.99
110	18x25x2	PLF18252-10	12	30%	\$5.22
111	18x22x2	PLAX18221M	12	30%	\$5.95

112	18x32.5x2	PLAX1832H1M	12	30%	\$7.46
113	20x20x2	PLF20202-10	12	30%	\$4.43
114	20x24x2	PLF20242-10	12	30%	\$4.82
115	20x25x2	PLF20252-10	12	30%	\$4.82
116	21.5x36x2	PLAX21H361M	12	30%	\$7.92
117	22x26x2	PLAX22261M	12	30%	\$6.15
118	24x12x2	PLF12242-10	12	30%	\$3.95
119	24x20x2	PLF20242-10	12	30%	\$4.82
120	24x24x2	PLF24242-10	12	30%	\$5.30
121	29x16x2	PLAX16291M	12	30%	\$6.31
122	29.5x28.5x2	PLAX28H29H1M	12	30%	\$7.68
	4" Thickness				
123	12x24x4	PLF12244-10	6	30%	\$7.12
124	16x20x4	PLF16204-10	6	30%	\$7.70
125	16x25x4	PLF16254-10	6	30%	\$9.43
126	20x20x4	PLF20204-10	6	30%	\$8.37
127	20x24x4	PLF20244-10	6	30%	\$9.72
128	20x25x4	PLF20254-10	6	30%	\$9.72
129	24x24x4	PLF24244-10	6	30%	\$9.91
130	29.5x28.5x4	PLAX28H293M	6	30%	\$22.61
	OTHER THAN x 4" Thickness				
131	12x24x12	BGF260	4	45%	\$20.30
132	12x24x18	BGF619	4	45%	\$22.79
133	24x12x12	BGF260	4	45%	\$20.30
134	24x24x11 1/2	BGF259	4	45%	\$35.50
135	24x24x12	BGF259	4	45%	\$35.50
136	24x24x18	BGF665	4	45%	\$38.66
137	24x24x22	BGF267	4	45%	\$37.88
METAL FRAMES	Thickness				
138	13x13.5x25	BGF1313H25	4	45%	\$57.76
139	15x14.5x5	BGF14H15H5	6	45%	\$57.76
140	19.5x8.5x1	FPB8H19H	24	30%	\$4.77
141	20x24x12	RPF147	1	60%	\$80.44
142	24x12x12	RPF141	2	60%	\$41.26
143	24x24x12	RPF143	1	60%	\$82.41
144	24x24x15	BGF283	4	45%	\$36.57
145	24x24x22	BGF267	4	45%	\$37.88
146	20x24	FPBA2024	24	30%	\$6.57

* Shipping Cost to be added at time of order.

**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>.