



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

118

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 12, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise a renewal option (Contract # 8002909) with Airex Filter Corporation (VC#173182), Hudson, NH for the supply and delivery of air filters by increasing the price limitation by \$92,251.06 from \$223,536.10 to \$315,787.16 and extending the completion date from July 31, 2024 to July 31, 2025 effective upon Governor and Executive Council approval. The original contract was approved by the Commissioner of Administrative Services on July 30, 2021, and amended by the Commissioner of Administrative Services on September 26, 2023.

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

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of Administrative Services on July 30, 2021. It was then subsequently amended by the Commissioner of Administrative Services on September 26, 2023.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for information (RFI) 2024-337 on November 29, 2023, with responses due on December 21, 2023. This RFI reached twenty three vendors through the NIGP registry with an additional six directly sourced. There were four compliant responses received, including one from the incumbent contractor, Airex Filter Corporation (Contract #8002909), who indicated a pricing increase of 26% above the current contract pricing. Furthermore, the three other responses indicated even higher pricing over the current contract, with increases of 76%, 82%, and 208% as seen in the attached RFI tabulation.

This approval of this contract extension will maintain firm fixed pricing for the supply and delivery of HVAC air filters for an additional year, representing a cost avoidance of \$24,259.57. The forecasted spend is calculated from actual expenditures in business intelligence

mac

reports over the last three years, which show an increasing trend in spending of approximately 18% over the term of the contract. By applying this increasing trend in spending to the average amount spent annually, we can determine an accurate approximation of agency expenditures for the requested one-year extension.

Contract financials	
Current limitation	\$ 223,536.10
Current spending (for reference)	\$ 209,005.52
Remaining limitation balance	\$ 14,530.58
Increase to cover one year extension	\$ 92,251.06
Recommended new limitation	\$ 315,787.16

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Airex Filter Corporation.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



RFI Summary

RFI Description	Air Filters for HVAC Systems	Agency	Dept of Administrative Services
RFI#	2024-401	Agent Name	Jesse G Wilcox

Product Description	Annual Estimated Use	8002909 (Expiring Contract)		Airex Filter Corporation (Incumbent)		Home Depot		Filterbuy		Florence Filters	
		Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
8-7/8X24-1/8X1 AIR FILTER, PLEATED, MERV 8	12	\$ 3.68	\$ 44.16	\$ 4.29	\$ 51.48			\$ 11.86	\$ 142.32	\$ 11.10	\$ 133.20
8-7/8X33-1/8X1 AIR FILTER, PLEATED, MERV 8	24	\$ 4.15	\$ 99.60	\$ 4.83	\$ 115.92	\$ 23.89	\$ 573.36	\$ 13.36	\$ 320.64	\$ 12.11	\$ 290.64
8-7/8X42-1/8X1 AIR FILTER, PLEATED, MERV 8	12	\$ 4.41	\$ 52.92	\$ 5.13	\$ 61.56	\$ 24.37	\$ 292.44	\$ 17.60	\$ 211.20	\$ 13.96	\$ 167.52
8 7/8 x 61 1/8 x 1 PM SC MERV 8 PLEATED FILTER	12	\$ 6.09	\$ 73.08	\$ 7.10	\$ 85.20	\$ 34.89	\$ 418.68	\$ 20.60	\$ 247.20	\$ 17.63	\$ 211.56
28X29 1/4X2 PM SC MERV 8 PLEATED FILTER	72	\$ 10.49	\$ 755.28	\$ 12.46	\$ 897.12	\$ 25.67	\$ 1,848.24	\$ 16.42	\$ 1,182.24	\$ 16.74	\$ 1,205.28
16X25X2 MERV 8 CARBON COMBO PLEATED FILTER	72	\$ 15.99	\$ 1,151.28	\$ 9.43	\$ 678.96	\$ 5.03	\$ 362.16	\$ 15.25	\$ 1,098.00	\$ 45.52	\$ 3,277.44
16X20x2 PM SC MERV 8 PLEATED FILTER	336	\$ 2.59	\$ 870.24	\$ 2.97	\$ 997.92	\$ 5.84	\$ 1,962.24	\$ 7.34	\$ 2,466.24	\$ 9.55	\$ 3,208.80
16X25X2 PM SC MERV 8 PLEATED FILTER	196	\$ 2.89	\$ 566.44	\$ 3.45	\$ 676.20	\$ 5.09	\$ 997.64	\$ 8.27	\$ 1,620.92	\$ 11.07	\$ 2,169.72
20X20X2 PM SC MERV 8 PLEATED FILTER	216	\$ 2.89	\$ 624.24	\$ 3.45	\$ 745.20	\$ 7.19	\$ 1,553.04	\$ 8.33	\$ 1,799.28	\$ 10.84	\$ 2,341.44
20x25x2 PM SC MERV 8 PLEATED FILTER	300	\$ 3.29	\$ 987.00	\$ 4.01	\$ 1,203.00	\$ 8.25	\$ 2,475.00	\$ 8.91	\$ 2,673.00	\$ 12.39	\$ 3,717.00
24X24X2 PM SC MERV 8 PLEATED FILTER	574	\$ 3.68	\$ 2,112.32	\$ 4.53	\$ 2,600.22	\$ 7.28	\$ 4,178.72	\$ 9.21	\$ 5,286.54	\$ 13.47	\$ 7,731.78
24X24X4 AIR FILTER, PLEATED, MERV 8	24	\$ 7.42	\$ 178.08	\$ 9.80	\$ 235.20	\$ 10.11	\$ 242.64	\$ 11.89	\$ 285.36	\$ 26.35	\$ 632.40
16X25X2 AIR FILTER, MERV 8	24	\$ 2.61	\$ 62.64	\$ 3.82	\$ 91.68	\$ 5.03	\$ 120.72	\$ 8.27	\$ 198.48	\$ 11.07	\$ 265.68
20X25X2 AIR FILTER, MERV 8	24	\$ 3.04	\$ 72.96	\$ 4.34	\$ 104.16	\$ 8.25	\$ 198.00	\$ 8.91	\$ 213.84	\$ 12.39	\$ 297.36
24X24X2 AIR FILTER, MERV 8	12	\$ 3.43	\$ 41.16	\$ 4.86	\$ 58.32	\$ 7.28	\$ 87.36	\$ 9.21	\$ 110.52	\$ 13.47	\$ 161.64
12X24X2 AIR FILTER, MERV 8	24	\$ 2.09	\$ 50.16	\$ 3.06	\$ 73.44	\$ 3.43	\$ 82.32	\$ 7.99	\$ 191.76	\$ 9.29	\$ 222.96
20X24X2 AIR FILTER, MERV 8	84	\$ 3.33	\$ 279.72	\$ 4.09	\$ 410.76	\$ 5.53	\$ 464.52	\$ 9.19	\$ 771.96	\$ 12.20	\$ 1,024.80
24X12X12 AIR FILTER, MERV 14, 95% EFF., W/HEADER	16	\$ 64.92	\$ 1,038.72	\$ 76.49	\$ 1,223.84			\$ 71.54	\$ 1,144.64	\$ 85.31	\$ 1,364.96
20X24X12 AIR FILTER, MERV 14, 95% EFF., W/HEADER	68	\$ 77.11	\$ 5,243.48	\$ 105.53	\$ 7,176.04	\$ 114.25	\$ 7,769.00	\$ 80.58	\$ 5,479.44	\$ 189.04	\$ 12,854.72
PLEATED AIR FILTER, 17" X 30" X 1", MP 1" X1115C 500-999", MERV 11	12	\$ 6.36	\$ 76.32	\$ 7.40	\$ 88.80	\$ 13.41	\$ 160.92	\$ 12.17	\$ 146.04	\$ 14.29	\$ 171.48
PLEATED AIR FILTER, 8" X 20" X 1", MP 1" X1115C 100-199", MERV 11	24	\$ 3.86	\$ 92.64	\$ 4.49	\$ 107.76	\$ 13.23	\$ 317.52	\$ 12.14	\$ 291.36	\$ 8.82	\$ 211.68
PLEATED AIR FILTER, 14" X 20" X 1", MULTI-PLEAT XL11, MERV 11	12	\$ 2.89	\$ 34.68	\$ 3.74	\$ 44.88	\$ 6.47	\$ 77.64	\$ 8.07	\$ 96.84	\$ 11.07	\$ 132.84
PLEATED AIR FILTER, 14" X 25" X 1", MULTI-PLEAT XL11, MERV 11	12	\$ 3.31	\$ 39.72	\$ 4.27	\$ 51.24	\$ 7.09	\$ 85.08	\$ 8.59	\$ 103.08	\$ 12.11	\$ 145.32
PLEATED AIR FILTER, 15" X 20" X 1", MULTI-PLEAT XL11, MERV 11	12	\$ 2.89	\$ 34.68	\$ 3.74	\$ 44.88	\$ 6.74	\$ 80.88	\$ 8.37	\$ 100.44	\$ 10.72	\$ 128.64
PLEATED AIR FILTER, 20" X 25" X 1", MULTI-PLEAT XL11, MERV 11	12	\$ 3.91	\$ 46.92	\$ 5.04	\$ 60.48	\$ 6.76	\$ 81.12	\$ 8.93	\$ 107.16	\$ 13.28	\$ 159.36
PLEATED AIR FILTER, 16" X 20" X 2", MULTI-PLEAT XL11, MERV 11	144	\$ 3.35	\$ 482.40	\$ 4.33	\$ 623.52	\$ 6.40	\$ 921.60	\$ 7.81	\$ 1,124.64	\$ 11.50	\$ 1,656.00
PLEATED AIR FILTER, 16" X 25" X 2", MULTI-PLEAT XL11, MERV 11	420	\$ 3.91	\$ 1,642.20	\$ 5.04	\$ 2,116.80	\$ 7.01	\$ 2,944.20	\$ 8.97	\$ 3,767.40	\$ 13.35	\$ 5,607.00
PLEATED AIR FILTER, 20" X 20" X 2", MULTI-PLEAT XL11, MERV 11	76	\$ 3.91	\$ 297.16	\$ 5.04	\$ 383.04	\$ 7.14	\$ 542.64	\$ 9.03	\$ 686.28	\$ 12.98	\$ 986.48
PLEATED AIR FILTER, 20" X 24" X 2", MULTI-PLEAT XL11, MERV 11	84	\$ 4.54	\$ 381.36	\$ 5.87	\$ 493.08	\$ 8.63	\$ 724.92	\$ 10.01	\$ 840.84	\$ 14.55	\$ 1,222.20
PLEATED AIR FILTER, 20" X 25" X 2", MULTI-PLEAT XL11, MERV 11	552	\$ 4.44	\$ 2,450.88	\$ 5.73	\$ 3,162.96	\$ 7.90	\$ 4,360.80	\$ 9.79	\$ 5,404.08	\$ 14.86	\$ 8,202.72
PLEATED AIR FILTER, 24" X 24" X 2", MULTI-PLEAT XL11, MERV 11	468	\$ 4.96	\$ 2,321.28	\$ 6.40	\$ 2,995.20	\$ 8.44	\$ 3,949.92	\$ 10.21	\$ 4,778.28	\$ 16.15	\$ 7,558.20
PLEATED AIR FILTER, 16" X 20" X 4", MULTI-PLEAT XL11, MERV 11	276	\$ 6.40	\$ 1,766.40	\$ 8.26	\$ 2,279.76	\$ 14.91	\$ 4,115.16	\$ 11.01	\$ 3,038.76	\$ 22.40	\$ 6,182.40
PLEATED AIR FILTER, 16" X 25" X 4", MULTI-PLEAT XL11, MERV 11	186	\$ 7.17	\$ 1,333.62	\$ 9.26	\$ 1,722.36	\$ 15.87	\$ 2,951.82	\$ 11.89	\$ 2,211.54	\$ 24.68	\$ 4,590.48
PLEATED AIR FILTER, 20" X 25" X 4", MULTI-PLEAT XL11, MERV 11	60	\$ 8.87	\$ 532.20	\$ 11.45	\$ 687.00	\$ 17.14	\$ 1,028.40	\$ 12.89	\$ 773.40	\$ 28.09	\$ 1,685.40
BAG AIR FILTER, 20" X 24" X 29" 6P, MULTI-SAK 3 95, MERV 11	16	\$ 36.31	\$ 580.96	\$ 38.31	\$ 612.96			\$ 38.49	\$ 615.84	\$ 49.33	\$ 789.28
20x24x2 MDL40 STD Pleated Filter, MERV 8	300	\$ 3.70	\$ 1,110.00	\$ 4.89	\$ 1,467.00	\$ 5.52	\$ 1,656.00	\$ 9.19	\$ 2,757.00	\$ 12.20	\$ 3,660.00
16x16x2 MDL40 STD Pleated Filter, MERV 8	12	\$ 3.41	\$ 40.92	\$ 4.50	\$ 54.00	\$ 6.11	\$ 73.32	\$ 8.59	\$ 103.08	\$ 9.64	\$ 115.68
12X24X2 MDL40 STD Pleated Filter, MERV 8	96	\$ 2.32	\$ 222.72	\$ 3.06	\$ 293.76	\$ 3.43	\$ 329.28	\$ 7.99	\$ 767.04	\$ 9.29	\$ 891.84
24x24x12 Single Header, Rigid Box Filter 95%, MERV 14	14	\$ 51.99	\$ 727.86	\$ 96.91	\$ 1,356.74	\$ 163.19	\$ 2,284.66	\$ 81.42	\$ 1,139.88	\$ 189.04	\$ 2,646.56
12x24x12 Single Header, Rigid Box Filter 95%, MERV 14	2	\$ 39.98	\$ 79.96	\$ 65.37	\$ 130.74	\$ 138.60	\$ 277.20	\$ 71.54	\$ 143.08	\$ 85.33	\$ 170.66
20X20X12 RIGID BOX FILTER, 95% EFFICIENCY, SINGLE HEADER, MERV 14	18	\$ 48.82	\$ 878.76	\$ 89.15	\$ 1,604.70	\$ 154.57	\$ 2,782.26	\$ 79.82	\$ 1,436.76	\$ 124.11	\$ 2,233.98
20X24X12 RIGID BOX FILTER, 95% EFFICIENCY, SINGLE HEADER, MERV 14	48	\$ 50.67	\$ 2,432.16	\$ 93.44	\$ 4,485.12	\$ 66.17	\$ 3,176.16	\$ 80.58	\$ 3,867.84	\$ 189.04	\$ 9,073.92
20 x 20 x 1 Standard Pleated, MERV 8	12	\$ 2.42	\$ 77.44	\$ 3.19	\$ 102.08	\$ 4.93	\$ 157.76	\$ 7.39	\$ 236.48	\$ 10.02	\$ 320.64
16 x 20 x 1 Standard Pleated, MERV 8	24	\$ 2.09	\$ 50.16	\$ 2.76	\$ 66.24	\$ 4.35	\$ 104.40	\$ 7.61	\$ 182.64	\$ 8.89	\$ 213.36
18 x 18 x 2 Standard Pleated, MERV 8	144	\$ 3.50	\$ 504.00	\$ 4.62	\$ 665.28	\$ 7.08	\$ 1,019.52	\$ 8.47	\$ 1,219.68	\$ 13.47	\$ 1,939.68
20 x 25 x 2 Standard Pleated, MERV 8	36	\$ 3.29	\$ 118.44	\$ 4.34	\$ 156.24	\$ 8.25	\$ 297.00	\$ 8.91	\$ 320.76	\$ 12.39	\$ 446.04
8.75 x 33.5 x 1 Standard Pleated, MERV 8	120	\$ 4.15	\$ 498.00	\$ 4.83	\$ 579.60	\$ 23.89	\$ 2,866.80	\$ 13.36	\$ 1,603.20	\$ 12.27	\$ 1,472.40
25 x 16 x 2 Charcoal Combo, MERV 8	12	\$ 15.99	\$ 191.88	\$ 9.43	\$ 113.16	\$ 13.06	\$ 156.72	\$ 15.25	\$ 183.00	\$ 45.52	\$ 546.24
20 x 16 x 2 Charcoal Combo, MERV 8	168	\$ 15.44	\$ 2,593.92	\$ 8.10	\$ 1,360.80	\$ 11.87	\$ 1,994.16	\$ 12.01	\$ 2,017.68	\$ 37.82	\$ 6,353.76
8.875 x 61.125 x 1 Standard Pleated, MERV 8	4	\$ 6.09	\$ 24.36	\$ 7.10	\$ 28.40	\$ 34.89	\$ 139.56	\$ 20.60	\$ 82.40	\$ 17.63	\$ 70.52
Totals			\$ 35,967.48		\$ 45,424.80		\$ 63,283.50		\$ 65,590.08		\$ 110,863.66
Percentage increase over current pricing (8002909)			0.00%		26.2940857%		75.95%		82.36%		208.23%
Current assigned price limitation			\$223,536.10								
Current spending to date			\$209,005.52								
Remaining price limitation balance			\$14,530.58								
Estimated amount to cover 1 year extension			\$92,251.06								
New recommended price limitation			\$315,787.16								

Recommendation Summary		Special Notes:
Statewide Contract or Amendment	2nd Amendment - Extension	The incumbent contractor Airex Filter Corporation indicated through the RFI that if the contract were to be rebid their pricing would increase by approximately 26%, which is still lower than the pricing provided by the other three respondents. Airex Filter Corporation agreed to a one year extension at the current terms and pricing, which will be a cost avoidance to the State of approximately \$24,256.57 over the one year extension period.
Term of Contract	8/1/2021 through 7/31/2025	
Price Limitation	\$315,787.16	
Number of Responses Received	4	
Number of Sourced bidders	6	
Number of NIGP Vendors Sourced	23	
Number of non-responsive bidders	25	
P-37 Checklist Complete	Yes	
Method of Payment (P-card/ACH)	Pcard/ACH	
FOB Delivered	Yes	
Previously Assigned Price Limitation	\$223,536.10	
Total Cost Savings (\$%)	\$24,256.57 26%	



**SECOND AMENDMENT TO THE CONTRACT BETWEEN
AIREX FILTER CORPORATION
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SUPPLY AND DELIVERY OF AIR FILTERS
CONTRACT # 8002909**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 1st day of April, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Airex Filter Corporation (hereinafter referred to as "the Contractor") for supply and delivery of air filters.

WHEREAS, pursuant to an agreement effective July 30, 2021 set to expire July 31, 2024, first amended by the Commissioner of Administrative Services on September 26, 2023 (hereinafter referred to as "the Agreement"), the Contractor agreed to supply and deliver air filters to the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 July 31, 2025
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$315,787.16
3. Amend Exhibit C, Contract Price: Replace with the following:
\$315,787.16
4. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on July 30, 2021, shall remain in full force and effect.

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 AIREX FILTER CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 25, 2003. 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: 445017

Certificate Number: 0006663550



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 9th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular stamp or mark.

David M. Scanlan

Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Russell Carroll, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Airex Filter Corporation. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April, 1, 2024,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Matthew Carroll / Treasurer (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Airex Filter Corporation with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 4/1/2024

ATTEST: Russell Carroll President
(Name & Title)



AIREFIL-01

LLARIVIERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2024

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 Foster Sullivan Insurance Group 163 Main Street North Andover, MA 01845	CONTACT NAME: Lisa Lariviere	
	PHONE (A/C, No, Ext): (978) 686-2266 301	FAX (A/C, No):
E-MAIL ADDRESS: certificates@fostersullivangroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: All America Insurance Company		20222
INSURER B: Central Mutual Insurance Company		20230
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP 9895334	12/10/2023	12/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9895335	12/10/2023	12/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS 9895336	12/10/2023	12/10/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street Room 102 Concord, NH 03301	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
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STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: September 25, 2023

CONTRACT FOR: Air Filters

CONTRACT #: 8002909

COMMODITY/NIGP CODE: 031 0000

CONTRACTOR: Airex Filter Corporation

VENDOR CODE #: 173182

SUBMITTED FOR ACCEPTANCE BY:



cn=Jesse Wilcox, o=DIV
Procurement Support
Services, ou=Bureau
Purchase & Property,
email=Jesse.g.Wilcox@das.n
h.gov, c=US
2023.09.11 11:17:21 -04'00'

CSC

2023.09.11
15:26:08 -04'00'

PURCHASING AGENT / COLIN CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

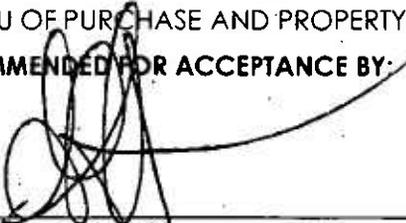
RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=MTS, o=DPSS, ou=Dept
Administrative Services,
email=Mathew.T.Stanton@das.nh.gov,
c=US
Date: 2023.09.22 15:28:03 -04'00'

MATHEW T. STANTON, DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



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

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-26-23



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
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 25, 2023

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise a **Retroactive** amendment to an existing contract (Contract #8002909) with Airex Filter Corporation (VC#173182), Hudson, NH to increase the price limitation by \$123,536.10 from \$100,000 to an amount up to and not to exceed \$223,536.10 with no change to completion date for the supply and delivery of air filters. The original contract was approved by the Commissioner of the Department of Administrative Services on July 30, 2021.

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

As previously stated, this contract (Contract #8002909) was originally approved by the Commissioner of the Department of Administrative Services on July 30, 2021.

This amendment is **Retroactive** because following an investigation into the contract usage reporting and BoPP end-user research it was determined that the price limitation previously agreed upon by the Department of Administrative Services and Airex Filter Corporation had been exceeded, with an additional eleven months remaining of the original contract term.

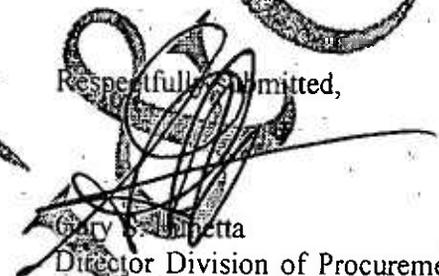
The Department of Administrative Services (DAS), through the Bureau of Purchase and Property, issued a request for bid 2485-22 on July 14, 2021 with responses due on July 21, 2021. There were three compliant responses received with Airex Filter Corporation having the lowest cost in total for air filter supply services. The original contract was approved by the Commissioner of DAS on July 30, 2021 with a price limitation of \$100,000 and has a completion date of July 31, 2024.

The spending against the contract for air filters has exceeded its price limitation during twenty-five months of its original thirty-six month term, with 11 months or approximately 31% of its term remaining. This percentage of the remaining term was taken into consideration when calculating the new price limitation for the remainder of the contract period.

Contract financials	
Original contract price limitation	\$ 100,000.00
Current overspend amount	\$ 70,638.25
Predicted use during remainder of term	\$ 52,897.85
Total increase this amendment	\$ 123,536.10
New price limitation	\$ 223,536.10

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract amendment with Airex Filter Corporation.

Respectfully Submitted,


Gary P. Lipetta
Director Division of Procurement & Support Services

NON

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN AIREX FILTER CORPORATION
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR AIR FILTER SUPPLY SERVICES
CONTRACT # 8002909**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 6th day of September, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Airex Filter Corporation (hereinafter referred to as "the Contractor") for Air Filter Supply Services.

WHEREAS, pursuant to an agreement effective August 1, 2021 set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Air Filter Supply services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

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

1.8 \$223,536.10

Previous Total Price Limitation	\$100,000.00
Contract Increase This Amendment	\$123,536.10
New Total Price Limitation	\$223,536.10

2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on July 30, 2021, shall remain in full force and effect.

Aitrex Filter Corporation

By: Russell Carroll

RUSSELL CARROLL
(Print Name)

Title: PRESIDENT

Date: 9/6/2023

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Contractor Initials: RC
Date: 9/6/23

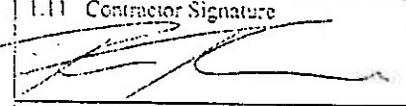
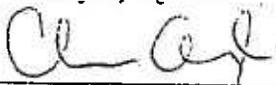
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Airex Filter Corporation VC#173182		1.4 Contractor Address 14 Clement Road, Hudson, NH 03051	
1.5 Contractor Phone Number 603-821-3065	1.6 Account Number Various	1.7 Completion Date July 31, 2024	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 7/27/24		1.12 Name and Title of Contractor Signatory Brian Flicker / Management	
1.13 State Agency Signature  Date: 7/30/24		1.14 Name and Title of State Agency Signatory	
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: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 
 Date: 7/27/24

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.3.

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials GLP
Date 7/27/21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

Page 3 of 12

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials RLJ
Date 7/27/21

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials *JLP*
Date *7/27/21*

**EXHIBIT B
SCOPE OF WORK**

1. EFFECTIVE DATE

The Contract term shall commence on August 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date") and shall continue thereafter through July 31, 2024, a period of approximately three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2485-22

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2485-22."

3. SCOPE OF WORK

Contractor shall provide:

Contractor shall supply air filters, at firm fixed price per each and quantity ordered as applicable.

4. ABILITY TO PROVIDE

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

5. WARRANTY REQUIREMENTS

The Contractor shall provide warranties on all equipment/items 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.

6. ORDERING PROCEDURE

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

7. USAGE REPORTING

The Contractor shall 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 Bureau of Procurement Services, Purchasing Agent Name and sent electronic to PurchasingAgent@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

8. ACCOUNT COMMUNICATION & ESCALATION

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

9. RETURNED GOODS

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

10. DELIVERY

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor. The Contractor shall delivery of any Good(s) ordered under this Contract within ten (10) business days from the placement of the order, or as otherwise may be specified in a purchase order issued by the State.

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

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all air filters strictly pursuant to, and in conformity with this contract which resulted from RFB 2485-22.

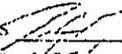
It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Vendor Registration with up to date contact information.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at [https://das.nh.gov/purchasing/vendorregistration/IS\(a0fzcv55chceas45jova5j45\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/IS(a0fzcv55chceas45jova5j45)/welcome.aspx)

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.

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

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.

Contractor Initials 
Date 7/27/21

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

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

Line Item prices identified in this Agreement shall remain firm for the entire term of the Contract and shall be in US dollars and include delivery and all other costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified in purchase orders, contractor shall deliver all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

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

2. PRICING STRUCTURE:

U/M	Description	Manufacturer Item #	Unit Cost/EA
EA	8-7/8X24-1/8X1 AIR FILTER, PLEATED, MERV 8	Airex part # 1ODDPM249	\$5.63
EA	8-7/8X33-1/8X1 AIR FILTER, PLEATED, MERV 8	Airex part # 1ODDPM349	\$4.15
EA	8-7/8X42-1/8X1 AIR FILTER, PLEATED, MERV 8	Airex part # 1ODDPM399	\$4.41
EA	8 7/8 X 51 1/8 X 1 PM SC MERV 8 PLEATED FILTER	Airex part # 1ODDPM599	\$6.09
EA	22X29 1/4X2 PM SC MERV 8 PLEATED FILTER	Airex part # 2ODDPM849	\$10.49
EA	16X25X2 MERV 8 CARBON COMBO PLEATED FILTER	Airex part # 62RCCPM16252	\$15.99
EA	16X20X2 PM SC MERV 8 PLEATED FILTER	Airex part # PM16202	\$2.59
EA	16X25X2 PM SC MERV 8 PLEATED FILTER	Airex part # PM16252	\$2.89
EA	20X20X2 PM SC MERV 8 PLEATED FILTER	Airex part # PM20202	\$2.89
EA	20x25x2 PM SC MERV 8 PLEATED FILTER	Airex part # PM20252	\$3.29
EA	24X24X2 PM SC MERV 8 PLEATED FILTER	Airex part # PM24242	\$3.68
EA	24X24X4 AIR FILTER, PLEATED, MERV 8	Airex part # PM24244	\$7.42
EA	16X25X2 AIR FILTER, MERV 8	Airex part # PMP16252	\$2.51
EA	20X25X2 AIR FILTER, MERV 8	Airex part # PMP20252	\$3.04
EA	24X24X2 AIR FILTER, MERV 8	Airex part # PMP24242	\$3.43
EA	12X24X2 AIR FILTER, MERV 8	Airex part # PMP12242	\$2.89
EA	20X24X2 AIR FILTER, MERV 8	Airex part # PMP20242	\$3.33
EA	24X12X12 AIR FILTER, MERV 14, 95% EFF., W/HEADER	Airex part # A903MV	\$64.92
EA	20X24X12 AIR FILTER, MERV 14, 95% EFF., W/HEADER	Airex part # A915MV	\$77.11
EA	PLEATED AIR FILTER, 17" X 30" X 1", MP 1" XK111SC 500-999", MERV 11	Airex part # 1ODDS2R549	\$6.36
EA	PLEATED AIR FILTER, 8" X 20" X 1", MP 1" XL11SC 100-199", MERV 11	Airex part # 1ODDS2R199	\$3.86

Contractor Initials *[Signature]*
Date *7/27/21*

EA	PLEATED AIR FILTER, 14" X 20" X 1", MULTI-PLEAT XL11, MERV 11	Airex part # 82R14201	\$2.89
EA	PLEATED AIR FILTER, 14" X 25" X 1", MULTI-PLEAT XL11, MERV 11	Airex part # 82R14251	\$3.31
EA	PLEATED AIR FILTER, 15" X 20" X 1", MULTI-PLEAT XL11, MERV 11	Airex part # 82R15201	\$2.89
EA	PLEATED AIR FILTER, 20" X 25" X 1", MULTI-PLEAT XL11, MERV 11	Airex part # 82R20251	\$3.91
EA	PLEATED AIR FILTER, 15" X 20" X 2", MULTI-PLEAT XL11, MERV 11	Airex part # 82R16202	\$3.35
EA	PLEATED AIR FILTER, 16" X 25" X 2", MULTI-PLEAT XL11, MERV 11	Airex part # 82R16252	\$3.91
EA	PLEATED AIR FILTER, 20" X 20" X 2", MULTI-PLEAT XL11, MERV 11	Airex part # 82R20202	\$3.91
EA	PLEATED AIR FILTER, 20" X 24" X 2", MULTI-PLEAT XL11, MERV 11	Airex part # 82R20242	\$4.54
EA	PLEATED AIR FILTER, 20" X 25" X 2", MULTI-PLEAT XL11, MERV 11	Airex part # 82R20252	\$4.44
EA	PLEATED AIR FILTER, 24" X 24" X 2", MULTI-PLEAT XL11, MERV 11	Airex part # 82R24242	\$4.95
EA	PLEATED AIR FILTER, 16" X 20" X 4", MULTI-PLEAT XL11, MERV 11	Airex part # 82R16204	\$6.40
EA	PLEATED AIR FILTER, 16" X 25" X 4", MULTI-PLEAT XL11, MERV 11	Airex part # 82R16254	\$7.17
EA	PLEATED AIR FILTER, 20" X 25" X 4", MULTI-PLEAT XL11, MERV 11	Airex part # 82R20254	\$8.37
EA	BAG AIR FILTER, 20" X 24" X 29" 6P, MULTI-SAK 3 95, MERV 11	Airex part # EP655202429P	\$36.31
EA	20x24x2 MDL40 STD Pleated Filter, MERV 8	Airex part # PM20242	\$3.70
EA	16x16x2 MDL40 STD Pleated Filter, MERV 8	Airex part # PM16162	\$3.41
EA	12X24X2 MDL40 STD Pleated Filter, MERV 8	Airex part # PM12242	\$2.82
EA	24x24x12 Single Header, Rigid Box Filter 95%, MERV 14	Airex part # AP954412HP	\$51.99
EA	12x24x12 Single Header, Rigid Box Filter 95%, MERV 14	Airex part # AP952412HP	\$39.98
EA	20X20X12 RIGID BOX FILTER, 95% EFFICIENCY, SINGLE HEADER, MERV 14	Airex part # AP950012HP	\$48.52
EA	20X24X12 RIGID BOX FILTER, 95% EFFICIENCY, SINGLE HEADER, MERV 14	Airex part # AP950412HP	\$50.67
EA	20 x 20 x 1 Standard Pleated, MERV 8	Airex part # PM20201	\$2.42
EA	16 x 20 x 1 Standard Pleated, MERV 8	Airex part # PM16201	\$2.09
EA	13 x 18 x 2 Standard Pleated, MERV 8	Airex part # PM18182	\$3.50
EA	20 x 25 x 2 Standard Pleated, MERV 8	Airex part # PM20252	\$3.29
EA	8.75 x 33.5 x 1 Standard Pleated, MERV 8	Airex part # 1ODDPM349	\$4.15
EA	25 x 16 x 2 Charcoal Combo, MERV 8	Airex part # 62RCCPM16252	\$15.99
EA	20 x 16 x 2 Charcoal Combo, MERV 8	Airex part # 62RCCPM16202	\$15.44
EA	8.875 x 61.125 x 1 Standard Pleated, MERV 8	Airex part # 1ODDPM599	\$6.09

Contractor Initials *[Signature]*
Date 7/27/21

CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to air filters from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

3. MINIMUM ORDERS

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

4. INVOICE

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

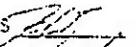
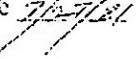
4. PAYMENT

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

Contractor Initials BLJ
Date 7/27/01

EXHIBIT D

RFB 2485-22 is incorporated here within.

Contractor Initials 
Date 

SECTION II

CORPORATE CERTIFICATE OF RESOLUTION

I, Brian Fletcher, Manager of Alex Fitter Corporation
(Name and Title) (Declarant)

hereby certify that the following vote was adopted unanimously at a regularly (or specially) held and

called meeting of the Board of Directors of said corporation on July 27th, 2021, at
(Date and Year)

17 Executive Drive, Hudson, NH, a quorum being present and voting throughout.
(Address)

Voted: To authorize Alex Fitter/Brian Fletcher to make and file an application for registration with the State of New Hampshire Office of the Attorney General, Consumer Protection and Antitrust Bureau, pursuant to the provisions of RSA 356-B.

Voted: To authorize an Irrevocable Appointment of the State of New Hampshire Office of Attorney General, Consumer Protection and Antitrust Bureau, to receive service of any legal process in any non-criminal proceeding arising under RSA 356-B against the declarant or any of its personal representatives.

I Brian Fletcher, also hereby certify that the above vote has not been amended or altered and that it is presently in full force and effect.

Witness my hand and the seal of said corporation on this 27 day of July, 2021.

Brian Fletcher / MANAGER

Name/Title

Subscribed and sworn to before me this 27th day of July, 2021.



S. J.

Justice of the Peace/Notary Public



AIREFIL-01

MHAMEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2021

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

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

PRODUCER Foster Sullivan Insurance Group, LLC 163 Main Street North Andover, MA 01845	CONTACT NAME: Foster Sullivan Insurance LLC
	PHONE (A/C, No, Ext): (978) 686-2266 FAX (A/C, No): (978) 686-6410
	EMAIL ADDRESS: certificates@fostersullivangroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: All America NAIC # 20222
	INSURER B: Central Mutual Insurance Company 20230
	INSURER C: NH Employers Insurance Company 13083
	INSURER D:
	INSURER E:
	INSURER F:

INSURED

Alex Filter Corporation
17 Executive Drive
Hudson, NH 03051

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.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CLP9895334	12/10/2020	12/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CORROD AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP9895335	12/10/2020	12/10/2021	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CXS9895326	12/10/2020	12/10/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NH) Y/N N N/A If yes, describe each DESCRIPTION OF OPERATIONS below		ECC-600-400068-2020A	11/18/2020	11/18/2021	<input checked="" type="checkbox"/> REP <input type="checkbox"/> STATUTE <input type="checkbox"/> LTD E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street Room 102 Concord, NH 03301	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
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Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	Air Filters
Bid #	RFB 2485-22
Agent Name	Jeff Haley

Vendor	Total Cost
Airex	\$35,967.48
Brookaire	\$38,535.78
Freedom Air	\$51,294.93