

## STANDARD CONTRACT

1. **Parties.** This is a contract for services between the State of Vermont, Buildings and General Services (hereinafter called "State"), and Larrabee's Building Supply, with a principal place of business in West Danville, Vermont, (hereinafter called "Contractor"). Contractor's form of business organization is a corporation. It is the 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 services generally on the subject of CPS – Lumber and Building Materials. Detailed services to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$500,000.00.
4. **Contract Term.** The period of Contractor's performance shall begin on March 3, 2025 and end on March 2, 2027 with one (1) twenty-four month extension option.
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 for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. This contract consists of 11 pages including the following attachments which are incorporated herein:
  - Attachment A - Statement of Work
  - Attachment B - Payment Provisions
  - Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 10/01/2024)
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

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By Larrabee's Building Supply:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: **Wanda Minoli** \_\_\_\_\_

Name: \_\_\_\_\_

Title: Commissioner – Buildings & General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

1. Contract shall provide Lumber and Building Materials to meet the following specifications:

<b>All dimensional lumber in all species</b>
FSC Certified
Non-FSC Certified
<b>All pressure treated lumber</b>
FSC Certified
Non-FSC Certified
<b>All laminated plywood construction products in all species including pressure treated.</b>
FSC Certified
Non-FSC Certified
<b>Engineered lumber, linear (LVL, I-Joist, etc.)</b>
FSC Certified
Non-FSC Certified
<b>Engineered Lumber sheet goods (OSB, etc.)</b>
FSC Certified
Non-FSC Certified
<b>Hardwood, solid, by the board foot</b>
<b>Maple</b>
FSC Certified
Non-FSC Certified
<b>Birch</b>
FSC Certified
Non-FSC Certified
<b>Cherry</b>
FSC Certified
Non-FSC Certified
<b>Red Oak</b>
FSC Certified
Non-FSC Certified
<b>Sheet Goods and Laminates</b>
<b>All grades and species of Veneer Plywood</b>
FSC Certified
Non-FSC Certified
<b>MDF</b>
FSC Certified
Non-FSC Certified
<b>Melamine Particle Board</b>
FSC Certified
Non-FSC Certified

<b>Particle Board</b>
FSC Certified
Non-FSC Certified
<b>Plywood, MDF core</b>
FSC Certified
Non-FSC Certified
<b>Plywood, veneer core</b>
FSC Certified
Non-FSC Certified
<b>Color Core Sheets</b>
FSC Certified
Non-FSC Certified
<b>Edge Banding Materials</b>
FSC Certified
Non-FSC Certified
<b>Fasteners – To include all sizes of nails, screws, bolts, etc.</b>
<b>Adhesive bonding products</b>
<b>Masonry Products</b>
Bagged Masonry Products
Bagged concrete
Bagged grout
Bagged mortar
Bricks, blocks, Other Prefabricated Masonry Products
Bagged Mortar
<b>Roofing Materials</b>
Shingles
Roofing metals
Adhesive flashing
Metal flashing
Roofing related fasteners.
Roofing Underlayment's
<b>Insulation Products</b>
Fiberglass insulation
High R foam insulation
<b>Interior wall and floor products</b>
Laminate Flooring Products
Paints, Exterior/Interior
Wood Flooring Products
Sealing products
<b>Windows and Doors</b>
Windows
Interior/Exterior Doors
Door Hardware

<b>Hardware</b>
<b>Plumbing Supplies</b>
<b>Electrical Supplies</b>
<b>Lawn and Garden Supplies</b>
<b>Paint and Finishes</b>
Stain Products
Catalyzing Agents
Wood Sealers
Interior and Exteriors Paints

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:

<b>Reporting Period</b>	<b>Report Due</b>
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:
  - a. **For the Contractor:**

Name: Melissa Patnoe  
Phone: 802-684-3697  
Email: [melissa@larrabees.net](mailto:melissa@larrabees.net)
  - b. **For the State:**

Name: State of Vermont, James Meyers, Senior State Purchasing Agent  
Phone: 802-249-7275  
Email: [James.Meyers@vermont.gov](mailto:James.Meyers@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 of Vermont 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 or services 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
  - b. a current IRS Form W-9 (signed within the last six months).
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. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
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.

NOTE: The discount is upfront with NO additional end of month discount.

<b>All dimensional lumber in all species</b>	
FSC Certified.	% Off:
Non-FSC Certified	7% Off:
<b>All pressure treated lumber</b>	
FSC Certified	% Off:
Non-FSC Certified	7% Off:
<b>All laminated plywood construction products in all species including pressure treated.</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Engineered lumber, linear (LVL, I-Joist, etc.)</b>	
FSC Certified	% Off:
Non-FSC Certified	7% Off:
<b>Engineered Lumber sheet goods (OSB, etc.)</b>	
FSC Certified	% Off:
Non-FSC Certified	7% Off:

<b>Hardwood, solid, by the board foot</b>	
<b>Maple</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Birch</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Cherry</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Red Oak</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Sheet Goods and Laminates</b>	
<b>All grades and species of Veneer Plywood</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>MDF</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Melamine Particle Board</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Particle Board</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Plywood, MDF core</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Plywood, veneer core</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Color Core Sheets</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Edge Banding Materials</b>	
FSC Certified	% Off:
Non-FSC Certified	% Off:
<b>Fasteners – To include all sizes of nails, screws, bolts, etc.</b>	% Off:
<b>Adhesive bonding products</b>	% Off:



<b>Masonry Products</b>	
Bagged Masonry Products	% Off:
Bagged concrete	7% Off:
Bagged grout	% Off:
Bagged mortar	% Off:
Bricks, blocks, Other Prefabricated Masonry Products	% Off:
Bagged Mortar	7% Off:
<b>Roofing Materials</b>	% Off:
Shingles	% Off:
Roofing metals	% Off:
Adhesive flashing	% Off:
Metal flashing	% Off:
Roofing related fasteners.	% Off:
Roofing Underlayment's	% Off:
<b>Insulation Products</b>	% Off:
Fiberglass insulation	% Off:
High R foam insulation	7% Off:
<b>Interior wall and floor products</b>	% Off:
Laminate Flooring Products	% Off:
Paints, Exterior/Interior	% Off:
Wood Flooring Products	% Off:
Sealing products	% Off:
<b>Windows and Doors</b>	% Off:
Windows	% Off:
Interior/Exterior Doors	% Off:
Door Hardware	% Off:
<b>Hardware</b>	7% Off:
<b>Plumbing Supplies</b>	% Off:
<b>Electrical Supplies</b>	% Off:
<b>Lawn and Garden Supplies</b>	% Off:
<b>Paint and Finishes</b>	% Off:
Stain Products	% Off:
Catalyzing Agents	% Off:
Wood Sealers	% Off:
Interior and Exteriors Paints	% Off:

- Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.

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 B.
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 C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED OCTOBER 1, 2024**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and 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>.**