

How to Use the Lawns & Grounds, Equipment, Parts and Services Statewide Contract

Contract #: FAC88	Contract Duration: 12/1/16 to 11/30/18
MMARS #: FAC88*, FAC88LEASE*	Options to Renew: through 11/30/2020
Contract Manager:	Katherine Morse - 617-720-3153 katherine.morse@state.ma.us
UNSPSC:	21-10-00, 30-12-00
Last change date:	12/18/2016

Contract Summary

This contract covers a large variety of Lawns and Grounds Equipment, Parts and Services which are available from a broad selection of authorized dealers representing various manufacturers. There are twelve (12) categories available:

Cat #	Category Name
1	Tractor up to 50HP-100HP
2	Tractor Accessories
3	Lawnmowers
4	Lawnmower Accessories
5	Utility vehicles, Golf Carts , Snowmobiles and Related Accessories Subcategory 5A allows for leasing and rental terms
6	2 Cycle/4 Cycle Power Equipment
7	Snow Blowers and Related Accessories
8	Replacement Small Engines
9	Roto-tillers/wood chippers/stump grinders/specialty power equipment
10	Skid steer loaders and accessories
11	Utility trailers and related accessories (includes trailer light package, which consists of license brackets and lights for public roads)
12	Ice Resurfacers



Equipment includes but is not limited to in general terms, utility tractors, attachments for utility tractors, lawn mowers (walk behinds, riders, tractors, commercial front mowers and slope mowers), walk behind snow throwers, hand held two cycle equipment (chain saws, brush saws, trimmers, edger, leaf blowers and similar equipment, replacement engines, shredder/chippers, and roto-tillers.

Benefits and Cost Savings

The statewide contract covers a broad array of equipment, parts & services available through various authorized dealers of listed manufacturers.

Competitive Pricing – The Strategic Sourcing Services Team (SSST) has awarded the contract to those contractors who provided the most competitive pricing and/or discounts for the manufacturers being offered. Additional discounts are available, such as prompt pay discount, volume and or dock delivery discounts. This information may be found in the attachment tab of each contractors PO entitled “Contractors Award Information.”

Selection of EPP Equipment – The contract provides equipment that represents environmentally preferable products wherever possible. Such Equipment may use alternative fuel (e.g. compressed natural gas), offer an opportunity for reduced fuel usage, or provide other environmental benefits.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.



Pricing and Purchase Options

Purchase Options: Purchases made through this contract will be direct, outright purchases. Vendors awarded Category 5A, only, allow for the additional option of lease and rental terms.

Pricing and Buying Details: Contractors' awarded pricing is for specific equipment based on the standard equipment model; pricing may vary if a user department is requesting equipment that is not standard equipment identified in the contractor's award.

Quotes: For orders up to \$10,000 Eligible Entities may purchase directly from the vendor of their choice without requesting multiple quotes. Although not required, OSD strongly encourages Eligible Entities to request pricing and service information from multiple contractors.

For orders over \$10,000 Eligible Entities are required to solicit at least three (3) quotes from contractors listed to determine which contractor can provide the best value for the services being purchased. All that is required is that departments contact the three (3) contractors for quotes; you are not required to receive responses from all three (3) contacted contractors.

Lease/Rental Category 5A Eligible Entities may purchase directly from the vendor of their choice without requesting multiple quotes. Although not required, OSD strongly encourages Eligible Entities to request pricing and service information from multiple contractors.

Lease and Rental Details: Leasing /rental options are available for Category 5A, Utility Vehicles, Golf Carts, Snowmobiles and Related Accessories, only and are offered by three contractors. Early buy-out or purchase options during the period of the term lease are not permitted. Prompt Payment Discounts do not apply. Please use the MMARS MA FAC88LEASE* to make payments. Lease/rental agreement periods cannot exceed 5 years.

Returned Goods Policy: Contract users must not accept the delivery of any product that is visibly damaged. Product must be inspected upon receipt of delivery. If a product fails inspection by the receiving facility, the product must be rejected and the contractor(s) must replace the product immediately at no additional expense to the facility.

Additional Information

All equipment provided under the contract will be new and unused. Factory seconds or remanufactured equipment will not be accepted unless specifically identified elsewhere in these documents

Please Note: Demo Equipment may be included and considered by users for purchase as long as the demo equipment carries a warranty as new and is available by the dealer/distributor at a reduced cost.



Products Standards: Products provided by contractors MUST be commercial grade and meet all Federal, State and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and will be returned to the contractor at no charge to the Commonwealth.

All applicable products provided by contractors under the terms of the contract MUST bear Material Safety and Data Sheet (MSDS) and label as required by law.

Delivery: All equipment pricing includes FOB delivery to ordering facility. Delivery MUST be made as agreed upon by the ordering department. No request for extra delivery costs will be honored. All equipment must be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the purchasing department. Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the purchasing department and the Commonwealth Terms & Conditions.

Lease and Rental Category 5A:

Returning Equipment at the End of Lease/Rental: It is the responsibility of the Eligible Entity to schedule the return of the equipment and it is the Contractor's responsibility to pick-up the equipment within 10 business days of the scheduled return at no cost to the Eligible Entity. If the equipment is not picked-up within 10 business days of the scheduled return, a charge of \$50 per business day per unit may be assessed upon the Contractor for each day the equipment remains on the Eligible Entity's premises, which the Eligible Entity may deduct from any outstanding charges or collect if no outstanding charges exist.

Upgrade or Replacement of Non-Defective Equipment During Period of Term Lease or Rental: During the period of a Term Lease or Rental, an Eligible Entity and the Contractor may negotiate an upgrade to or replacement of equipment with a newer model, higher performance or equipment better suited to the Eligible Entity's business needs. The Eligible Entity shall not be charged any penalties, an acceleration of Term Lease or Rental fees, or other charges for a negotiated upgrade or replacement of contract equipment. If there is a balance on the term lease or rental of the current equipment prior to an upgrade or replacement request, the Eligible Entity and the Contractor must negotiate the "buyout" cost that would be incorporated in the term lease or rental payment of the upgrade or replacement equipment.

Fuel Surcharge Provisions: Contractors cannot charge any additional fuel surcharges on any order received from eligible entities under this statewide contract.

Operating Manuals: Operating manuals MUST be provided by the contractor for all equipment purchased under this contract.



Loaner Equipment: If the time for warranty or service repairs exceeds the specified time, the contractors shall provide equivalent loaner equipment upon request by the customer. Loaner equipment shall be provided at no cost, including shipment to the customer’s location and return of loaner equipment to the contractor.

Warranty: Warrantees are based on commercial use minimum of one (1) year commercial use warranty.

Trade-Ins: Trade-ins are authorized under this contract provided that the entities involved have adhered to their state surplus property guidelines for turn-in or disposal of the equipment. Entities must refer to their state surplus agencies for further guidance on the proper procedures for their guidelines.

Contractors that have agreed to accept trade-ins must negotiate in good faith with the eligible entity trade in value at the time of trade in. Contractors MUST accept Lawns and Grounds Equipment, etc. trade-ins that are an **equal** of the product being purchased **ONLY**.

Recalls: In the event of a manufacturer’s recall, contractors will be responsible for contacting those user departments that are affected by the recall and the contractor will be responsible for providing and replacing any defective parts of the manufacturer at no additional cost to the Commonwealth.

Cancellations: User department(s) and/or contractor(s) must provide, at a minimum, at least 48 hours cancellation notice of any equipment being purchased under the awarded contract.

Full Performance Specifications and Requirements

The “Performance Specification and Requirements” provides detailed specifications and performance requirements that each contractor must comply with under this statewide contract. These documents are located on the [Conversion Vendor](#) in COMMBUYS.

Vendor List and Contract information

The available contractors are listed below. Please refer to each vendor’s COMMBUYS PO for award information attachments under the Agency and Vendor attachment sections of COMMBUYS.

**Clicking on the vendors PO number will bring you directly to their COMMBUYS page.*

<u>Contract/Blankets PO #</u>	<u>Vendor Name</u>	<u>MMARS Vendor Code</u>	<u>MMARS Vendor Line</u>
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PO-14-1080-OSD01-OSD10-00000002926	Chadwick-BaRoss, Inc.	VC6000005030	6
PO-14-1080-OSD01-OSD10-00000002927	Bobcat of Greater Springfield	VC6000200702	15
PO-14-1080-OSD01-OSD10-00000002928	Boston Lawnmower Company	VC6000183683	4
PO-14-1080-OSD01-OSD10-00000002929	MB Tractor and Equipment	VC6000065877	21
PO-14-1080-OSD01-OSD10-00000002930	MJAGS - Taplin Yard Pump & Power Equipment	VC0000391449	29
PO-14-1080-OSD01-OSD10-00000002931	ARIENS COMPANY	VC6000255641	38
PO-14-1080-OSD01-OSD10-00000002932	Suzuki of Western Mass/All Power	VC6000161995	28
PO-14-1080-OSD01-OSD10-00000002933	Cleaves Company Inc	VC6000171822	18
PO-14-1080-OSD01-OSD10-00000002934	Venture Products, Inc.	VC0000765285	34
PO-14-1080-OSD01-OSD10-00000002935	Five Star Golf Cars & Utility Vehicles *offers leasing/rental for Category 5A	VC0000768134	40
PO-14-1080-OSD01-OSD10-00000002937	Don's Power Equipment & Hardware	VC0000757275	31
PO-14-1080-OSD01-OSD10-00000002939	Morige Manufacturing, Inc.	VC0000755628	33
PO-14-1080-OSD01-OSD10-00000002940	Boyden & Perron, Inc.	VC6000158724	16
PO-14-1080-OSD01-OSD10-00000002942	C & J Equipment, Inc	VC6000164847	17
PO-14-1080-OSD01-OSD10-00000002943	Bacher Corporation	VC6000200610	3
PO-14-1080-OSD01-OSD10-00000002944	Turf Products Corporation	VC6000200163	25



PO-14-1080-OSD01-OSD10-00000002946	Ahearn Equipment Inc.	VC6000173371	2
PO-14-1080-OSD01-OSD10-00000002947	Bobcat of Boston, Inc.	VC6000062191	14
PO-14-1080-OSD01-OSD10-00000002948	Schmidt Equipment, Inc.	VC6000158797	27
PO-14-1080-OSD01-OSD10-00000002949	Padula Bros., Inc.	VC6000175538	24
PO-14-1080-OSD01-OSD10-00000002950	IBC Offshore, Inc.	VC0000407868	19
PO-14-1080-OSD01-OSD10-00000002951	Tri County Contractors Supply, Inc.	VC6000158573	30
PO-14-1080-OSD01-OSD10-00000002952	Country Club Enterprises, LLC *offers leasing/rental for Category 5A	VC6000188233	8
PO-14-1080-OSD01-OSD10-00000002953	MTE, Inc.	VC0000522188	10
PO-14-1080-OSD01-OSD10-00000002954	KPM Exceptional LLC	VC0000401739	20
PO-14-1080-OSD01-OSD10-00000002955	Northland Industrial Truck Co., Inc.	VC6000168994	23
PO-14-1080-OSD01-OSD10-00000002956	Stewart's Power Equipment, Inc.	VC6000010077	12
PO-14-1080-OSD01-OSD10-00000002957	NEW ENGLAND GOLF CARS, INC. *offers leasing/rental for Category 5A	VC6000179833	22
PO-14-1080-OSD01-OSD10-00000002958	C.N. Wood Co., Inc.	VC6000160109	7
PO-14-1080-OSD01-OSD10-00000002959	Southworth Milton, Inc	VC6000062191	13
PO-14-1080-OSD01-OSD10-00000002960	Deere & Company	VC6000239345	9
PO-14-1080-OSD01-OSD10-00000002962	Cason's Equipment	VC0000287736	41



PO-15-1080-OSD01-OSD10-00000003010	146 SUPPLY CENTER INC	VC6000164669	1
PO-15-1080-OSD01-OSD10-00000003011	NORFOLK POWER EQUIPMENT	VC6000166371	11
PO-15-1080-OSD01-OSD10-00000003013	Richey & Clapper, Inc	VC6000160262	26
PO-15-1080-OSD01-OSD10-00000003016	Mayer Power Products	VC0000757282	32
PO-14-1080-OSD01-OSD10-00000002941	NYNE Equipment, LLC, dba Vermeer Northeast	VC0000765746	37
PO-15-1080-OSD01-OSD10-00000003468	Carey Auto, Inc.	VC0000435389	35
PO-15-1080-OSD01-OSD10-00000003467	Morgan Power Equipment	VC6000173159	36
PO-15-1080-OSD01-OSD10-00000003663	Bobcat Company/Clark Equipment	VC0000170911	39
PO-15-1080-OSD01-OSD10-00000004617	Jacobsen Professional Lawn Care-Dixie Chopper	VC0000786444	42
PO-17-1080-OSD03-SRC02-9470	Frank J Zamboni & Co Inc	VC6000265083	43
PO-15-1080-OSD01-OSD10-00000003434	<p>Conversion Vendor</p> <ol style="list-style-type: none"> All awarded vendors are listed under this PO - click on "Distributors" tab for list. Use this MBPO when obtaining quotes. Once a decision is made go directly to the PO assigned to the awarded vendor to place an order. <p>Additional attachments that apply to the contract award :</p> <ol style="list-style-type: none"> Request for Response (RFR) Main Document, Performance Specifications and Requirements Leasing/Rental Amendment Terms 	n/a	n/a



	7. Contract User Guide 8. Vendors Awarded Categories and Contact Information		
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Strategic Sourcing Services Team Members

Betty Fernandez (Procurement Lead)	Operational Services Division
Dave O'Neill	Dept. of Conservation & Recreation
Donald Staffiere	Dept. of Correction
John Billera	Bureau of State Office Buildings
Joseph Suppa	Dept. of Conservation & Recreation
Ken Urato	Dept. of Transportation

Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a zero line item catalog in COMMBUYS.

There are currently 42 vendors on this contract and each vendor has been assigned a unique Master Blanket Purchase Order (PO). Vendor price lists are located in the attachments tab on each Master Blanket Purchase Order. Each vendor has any or all of the twelve (12) catalog lines available depending on the vendors awarded category(s).

How to Place an Order

Once a price is determined (see Quotes section for guidance) the ordering process is as follows:

- Initiate a new requisition
- Search for an item in the description (Use FAC88)
- Select the vendor you will be placing an order with
- Select the appropriate category catalog line item
- Enter the unit price and total price
- Attach the vendor quote
- Submit for approval

P.O. FOR ONGOING SERVICES (Lease and Rental Category 5A)

If the price is estimated for ongoing services (monthly storage, etc.), then you may enter a PO for the full amount of the estimate, as per the instructions above, and place partial receipts as you receive billing from the vendor. In such purchase orders insert the following language in the special instructions box of



the PO: “ This Purchase Order represents the total estimated expenditure for this engagement (insert brief description), against which (identify department) will execute partial receipts in COMMBUYS upon receipt and approval of invoices, in order to record the work accomplished according to the agreed upon engagement terms. All estimated expenditures are subject to reconciliation based on invoices rendered for agreed-upon delivery of goods and/or services.”

Further direction is available in the [“How to Complete a Partial Receipt in COMMBUYS”](#) Job Aid.