

Contract User Guide for FAC88

FAC88: Lawns & Grounds, Equipment, Parts and Services Statewide Contract

UPDATED: 08/23/2017

Contract #:	FAC88
MMARS MA #:	FAC88*, FAC88LEASE*
Initial Contract Term:	12/01/2014-11/30/2016
Maximum End Date:	Three (2) year extensions to 2020
Current Contract Term:	12/01/2016-11/30/2018
Contract Manager:	Katherine Morse, 617-720-3153, Katherine.Morse@State.MA.US
UNSPSC Codes:	21-10-00 Agricultural and forestry and landscape machinery and equipment, 30-12-00 Roads and landscape

*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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Contract Summary

This is a Statewide Contract for a large variety of Lawns and Grounds Equipment, Parts and Services which are available from a broad selection of authorized dealers representing various manufacturers. 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.

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Contract Categories

This contract includes 12 categories of products/services as listed below.

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

Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

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.

Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, price sheets and other attachments, visit COMMBUYS.com and search for FAC88 to find related Master Blanket Purchase Order (MBPO) information.

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- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the [Vendor Information](#) page.

Who Can Use This Contract

Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

Eligible Entities

Please see the standard list of Eligible Entities on our [Who Can Use Statewide Contracts](#) webpage.

Subcontractors

The awarded vendor's use of subcontractors is subject to the provisions of the Commonwealth's Terms and Conditions and Standard Contract Form, as well as other applicable terms of this Statewide Contract.

Pricing, Quote and Purchase Options

Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

- Purchases made through this contract will be direct, outright purchases
- Under **Category 5A only** this contract includes leasing/rental of Utility vehicles, Golf Carts, Snowmobiles and Related Accessories.

Pricing Options

- **Discount off of Manufacturers Suggested Retail Price (MSRP):** Contract pricing is a specified discount off of the MSRP catalog price. Contract discounts and other pricing published under the contract represents "ceiling" or "not-to-exceed" pricing, and may be further negotiated.

Product/Service Pricing and Finding Vendor Price Files

Product pricing may be found by in the Vendors' Award Summary attachment in COMMBUYS. Buyers can reference the [vendor information](#) page, where links to all the vendors MBPO's are provided.

Setting up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

When contacting a vendor on statewide contract, always reference FAC88 to receive contract pricing.

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Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

How to Purchase From the Contract

- **Solicit quotes and select and purchase quoted item in COMMBUYS**

This COMMBUYS functionality provides a mechanism to easily obtain quotes, as specified by the Contract. The buyer would create a Release Requisition, and then convert it to a Bid. After approval by the buyer approving officer, the bid is then sent to selected vendors to request quotes.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid or one of the quick reference guides.

- **Directly purchase a non-fixed price item (\$0 line item) through COMMBUYS**

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

Obtaining Quotes

Contract users should always reference FAC88 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

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.

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For 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.

For Category 12 Ice Resurfacers, there is only one awarded vendor (Zamboni). Eligible Entities may purchase directly from this vendor without soliciting quotes.

For a full description of how to complete a quote in COMMBUYS visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid.

Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor. For buyers utilized Subcategory 5A for leasing/rental of Utility vehicles, Golf Carts, Snowmobiles and Related Accessories use FAC88Lease* MA.

Shipping/Delivery>Returns

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.

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/FAQs

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.

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.

Geographical Service Area

Vendors offer statewide coverage.

Product Specifications, including Environmental Standards and Requirements

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.

Warranties

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

Other Discounts

For all Discount information below please reference the Vendors' Award Summary attachment in COMMBUYS. Buyers can reference the [vendor information](#) page, where links to all the vendors MBPO's are provided.

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- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the [Vendor List and Information](#) section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.
- **Volume Discounts:** Available from some Contractors - discount is negotiated and/or provided to buyer if a certain volume of product or service is purchased.
- **Dock Delivery Discount:** Available from some Contractors - discount is provided if product is delivered directly to the loading dock

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.

Performance and Payment Time Frames Which Exceed Contract Duration

Subcategory 5A ONLY - All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than four years beyond the current contract term of this

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Statewide Contract as stated on the [first page](#) of this contract user guide. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

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Strategic Sourcing 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

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Vendor List and Information*

Please reference the Vendor Contact Information Excel file in the Conversion Vendor (link in table below) for a breakdown of the Vendors' awarded categories. Reference the Award Summary Sheets in each Vendors' MBPO for Pricing information including % off, PPD, Dock Delivery, etc.

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email
**[Conversion Vendor] [Master MBPO] (All contract documents)	PO-15-1080-OSD01-OSD10-00000003434	N/A	N/A	N/A	N/A
146 Supply Center Inc.	PO-15-1080-OSD01-OSD10-00000003010	VC6000164669, 1	Brian Boria	508-865-3800	brianb@146supply.com
Ahearn Equipment Inc.	PO-14-1080-OSD01-OSD10-00000002946	VC6000173371, 2	Donna Ahearn	508-885-7085	dahearn@ahearnequipment.com
Ariens Company	PO-14-1080-OSD01-OSD10-00000002931	VC6000255641, 38	David Ramirez	334-477-1952	dramirez@ariens.com
Bacher Corp. of Connecticut	PO-14-1080-OSD01-OSD10-00000002943	VC6000200610, 3	James Viggiano	860-627-5924	bacherofficemgr@sbcglobal.net
Bobcat Company/ Clarke Equipment Company	PO-15-1080-OSD01-OSD10-00000003663	VC0000170911, 39	RANDY L. FUSS	701-241-8746	randy.fuss@doosan.com
Bobcat of Boston, Inc.	PO-14-1080-OSD01-OSD10-00000002947	VC6000165828, 14	Candice Bamberg	978-664-3727	candicebobcat@yahoo.com
Bobcat of Greater Springfield/Bobcat of Connecticut Inc.	PO-14-1080-OSD01-OSD10-00000002927	VC6000200702, 15	Matt Stack	413-746-4647	matts@bobcatct.com
Boston Lawnmower Company, Inc.	PO-14-1080-OSD01-OSD10-00000002928	VC6000183683, 4	David Kennedy	508-898-3500	dkennedy@bostonlawnmower.com
Boyden & Perron Garage, Inc.	PO-14-1080-OSD01-OSD10-00000002940	VC6000158724, 16	Karen Washburn	413-253-7358	salesdept@boydenandperron.com
C & J Equipment, Inc.	PO-14-1080-OSD01-OSD10-00000002942	VC6000164847, 17	Charles Hannoosh	978.658.2022	channoosh@cjequip.com
C.N. Wood Co., Inc.	PO-14-1080-OSD01-OSD10-00000002958	VC6000160109, 7	Tom Fiore	781-935-1919	tfiore@cn-wood.com
Carey Auto Inc.	PO-15-1080-OSD01-OSD10-00000003468	VC0000435389, 35	Michael J Carey	781-582-1378	careyauto@comcast.net
Cason Equipment	PO-14-1080-OSD01-OSD10-00000002962	VC6000192849, 5	Laura Cason	978/459-6852	LCASON@CASONSEQUIPMENT.COM
Chadwick-BaRoss, Inc.	PO-14-1080-OSD01-OSD10-00000002926	VC6000005030, 6	Daniel Rott	978-479-5192	rott@chadwick-baross.com
CLEAVES COMPANY INC.	PO-14-1080-OSD01-OSD10-00000002933	VC6000171822, 18	LENNY CLEAVES	781-449-0833	lenny.cleaves@cleavesco.com
Country Club Enterprises, LLC	PO-14-1080-OSD01-OSD10-00000002952	VC6000188233, 8	Jenna McDonald	800-662-2585 x024	JMcDonald@cceggolfcars.com
Deere & Company	PO-14-1080-OSD01-OSD10-00000002960	VC6000239345, 9	Rich Williford	919-720-2749	WillifordRichardA@JohnDeere.com
Five Star Golf Cars & Utility Vehicles, LLC	PO-14-1080-OSD01-OSD10-00000002935	VC0000768134, 40	Doug Hopper	508-563-9300	doug@fivestargolfcars.com; steve@fivestargolfcars.com

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OPERATIONAL SERVICES DIVISION

Vendor	Master Blanket Purchase Order #	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email
IBC Offshore, Inc.	PO-14-1080-OSD01-OSD10-00000002950	VC0000407868, 19	AMY LINCOLN	781.294.8132	ibcoffshore@verizon.net
Jacobsen Professional Lawn Care/Dixie Chopper	PO-15-1080-OSD01-OSD10-00000004617	VC0000786444, 42	Art Petrone	704-564-7959	apetrone@textron.com
KPM Exceptional LLC	PO-14-1080-OSD01-OSD10-00000002954	VC0000401739, 20	David Dollard	973 584 5400 x 121	david@kpmmedi.com
Mayer Power Products, Inc.	PO-15-1080-OSD01-OSD10-00000003016	VC0000757282, 32	Michael Duchemin	978 768 6999	michaeld@mayertree.com
MB Tractor and Equipment/Summa Humma	PO-14-1080-OSD01-OSD10-00000002929	VC6000065877, 21	Zachary J. Langlois	603-382-5031	zacharyl@mbtractor.com
Morgan Power Equipment Inc.	PO-15-1080-OSD01-OSD10-00000003467	VC6000173159, 36	Karen Salters	781-293-9361	ksalters@morganpower.com
Moridge Manufacturing, Inc.	PO-14-1080-OSD01-OSD10-00000002939	VC0000755628, 33	Brent Dobson	620-345-8621	bdobson@grasshoppermower.com
Moffett Turf Equipment, Inc.	PO-14-1080-OSD01-OSD10-00000002953	VC0000522188, 10	Patti Nicosia	585-334-0100	pnicosia@mte.us.com
New England Golf Cars, Inc.	PO-14-1080-OSD01-OSD10-00000002957	VC6000179833, 22	Karen Cookson	(508) 336-4285	kccook415@aol.com
NORFOLK POWER EQUIPMENT INC	PO-15-1080-OSD01-OSD10-00000003011	VC6000166371, 11	CAROLYN COULTER	508-384-0011	CAROLYN@NORFOLKPOWER.COM
Northland Industrial Truck Co., Inc.	PO-14-1080-OSD01-OSD10-00000002955	VC6000168994, 23	Dianne Smolinsky	978-658-5900	Dianne.smolinsky@nitco-lift.com
Padula Bros., Inc.	PO-14-1080-OSD01-OSD10-00000002949	VC6000175538, 24	Michelle Sticklor	978-537-3356	bryanm@padbros.com
Richey and Clapper, Inc.	PO-15-1080-OSD01-OSD10-00000003013	VC6000160262, 26	Rebecca Devine	978-443-1333	Rebecca.devine@richeyandclapper.com
Schmidt Equipment, Inc.	PO-14-1080-OSD01-OSD10-00000002948	VC6000158797, 27	Michael Marchand	508-987-8786 ext. 239	marchand@schmidtequipment.com
Southworth Milton, Inc.	PO-14-1080-OSD01-OSD10-00000002959	VC6000062191, 13	Tom Benedetti Jr.	774-258-1636	tom_benedetti@miltoncat.com
Stewart's Power Equipment, Inc.	PO-14-1080-OSD01-OSD10-00000002956	VC6000010077, 12	Kaitlyn Joyce	781-767-3544	k.stewartpower@gmail.com
Suzuki of Western Mass., Inc. dba Allpower	PO-14-1080-OSD01-OSD10-00000002932	VC6000161995, 28	Daniel J. D'Arcy	413-467-3499	ddarcy@allpowersales.com
Taplin Yard, Pump and Power Equipment/MJAGS	PO-14-1080-OSD01-OSD10-00000002930	VC0000391449, 29	Matthew Jagodowski	413-781-4352	Matt@fctaplin.com
Tri-County Contractors Supply, Inc.	PO-14-1080-OSD01-OSD10-00000002951	VC6000158573, 30	Robert H. Clark, Jr.	413-733-5189	rclarkjr@tricountycontractors.com
Turf Products LLC	PO-14-1080-OSD01-OSD10-00000002944	VC6000200163, 25	John Ferry	800 243 4322	jferry@turfproductscorp.com
Venture Products, Inc. (VENTRAC)	PO-14-1080-OSD01-OSD10-00000002934	VC0000765285, 34	Angela Whitty	330-683-0075	whitty@vermeernortheast.com
Vermeer Northeast/NYNE Equipment LLC	PO-14-1080-OSD01-OSD10-00000002941	VC0000765746, 37	Ryan Vienneau	800-333-4183	ryanvi@myvne.com
Frank J Zamboni & Co Inc	PO-17-1080-OSD03-SRC02-9470	VC6000265083, 43	Doug Peters	800-926-2664 x111	doug@zamboni.com

*Note that COMMBUYS is the official system of record for vendor contact information.

**[The Conversion Vendor MBPO] [The Master MBPO] is the central repository for all common contract files. [Price files may be found in the individual vendor's MBPO.]

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