

# Contract User Guide for VEH110

## VEH110: Light and Medium-Duty Vehicles

**UPDATED:** December 19, 2024

<b>Contract #:</b>	VEH110
<b>MMARS MA #:</b>	VEH110A*
<b>Initial Contract Term:</b>	December 1, 2021 – November 30, 2024
<b>Maximum End Date:</b>	No remaining extensions
<b>Current Contract Term:</b>	December 1, 2024 – November 30, 2026
<b>Category Manager:</b>	Kelly Thompson Clark, 617-720-3184, <a href="mailto:kelly.thompsonclark@mass.gov">kelly.thompsonclark@mass.gov</a>
<b>This Contract Contains:</b>	Environmentally Preferable Products
<b>UNSPSC Codes:</b>	25-10-00-00: Motor vehicles
<b>Update since last published:</b>	Products offered by Anderson Motors

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

### Table of Contents:

(NOTE: To access hyperlinks below, scroll over desired section and CTL + Click)

- [Contract Summary](#)
- [Contract Categories](#)
- [Benefits and Cost Savings](#)
- [Find Bid/Contract Documents](#)
- [Who Can Use This Contract](#)
- [Subcontractors](#)
- [Supplier Diversity Requirements](#)
- [Pricing, Quotes and Purchase Options](#)
- [Instructions for MMARS Users](#)
- [Environmentally Preferable Products](#)
- [Contract Exclusions and Related Statewide Contracts](#)
- [Emergency Services](#)
- [Shipping/Delivery/Returns](#)
- [Additional Information/FAQ's](#)
- [Strategic Sourcing Team Members](#)
- [VENDOR LIST AND INFORMATION](#)
- [Appendix A: OEM and Category Summary](#)

**TIP: To return to the first page throughout this document, use the CTL + Home command.**

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 1 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

## Contract Summary

This is a Statewide Contract for Light and Medium-Duty Vehicles. All Vendors must facilitate a variety of application needs by working with upfitters on a subcontracting basis. While Contract Users are expected to have dialogue with upfitters as needed to facilitate specific needs, all conversations must involve the awarded Vendor, and all invoices and payments are to be processed through the awarded Vendor. Upfitters working as subcontractors may not bill or receive payment from Purchasing Entities directly.

## Contract Categories

This contract includes 12 categories of products as listed below:

***All vehicles in Categories 1 – 3 must be hybrid (HEV), plug-in hybrid (PHEV), battery electric (BEV), or fuel cell electric (FCEV). See Appendix A for the expanded list of dealers and brands.***

### **Category 1: Sedans**

### **Category 2: Minivans**

All vehicles in this Category must accommodate six to eight passengers. Wheelchair accessible vans are excluded from this category as they are reflected in Category 12.

### **Category 3: Sport Utility Vehicles (SUVs)**

Wheelchair accessible SUVs are excluded from this category as they are reflected in Category 12.

### **Category 4: Light-Duty Trucks**

All vehicles in this Category must have a GVWR no greater than 10,000 lbs.

### **Category 5: Medium-Duty Trucks**

All vehicles in this Category must have a GVWR between 10,001 and 26,000 lbs.

### **Category 6: Large Passenger Vans**

All vehicles in this Category must accommodate 9-15 passengers. Wheelchair accessible vans are excluded from this category as they are reflected in Category 12.

### **Category 7: Cutaway Buses and Vans**

All vehicles in this Category must accommodate 16 or more passengers. Note that vehicles proposed in this Category must also be under 26,001 GVWR (like every vehicle being sought for this Contract). Buses and vans primarily designed for wheelchair accessibility are excluded from this category as they are reflected in Category 12.

### **Category 8: Cargo Vans**

All vehicles in this Category must have a minimum of 70 cubic feet of cargo capacity.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 2 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

**Category 9: Police Pursuit Vehicles (PPVs)**

All vehicles in this Category must be specially designed and equipped for law enforcement activities, including use during high-speed pursuits, which have been rated such by the L.A. County Sheriff's office or Michigan State Police.

**Category 10: Special Service Vehicles (SSVs)**

All vehicles in this Category must be specially designed and equipped for non-high-speed pursuit law enforcement or public safety activities.

**Category 11: School Buses and 7D Vehicles**

All vehicles in this Category must reflect "traditional" school buses or 7D vehicles that follow all federal and state regulations related to the transportation of pupils. Vehicles that are primarily designed for wheelchair accessibility are excluded from this category as they are reflected in Category 12. *EV buses and associated accessories are allowed under this category.*

**Category 12: Wheelchair Accessible Vehicles**

All vehicles in this Category must be capable of accommodating one or more passengers seated in a wheelchair and must meet all federal and state regulations pertaining to the intended use of the vehicle.

## 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.

All Vendors are committed to a maximum percentage above their cost (i.e., a gross profit percentage) for the life of the Contract, as reflected in the [Vendor Information](#) section. Additionally, each Vendor offers Prompt Payment Discounts and competitive pricing on vehicles that can be further negotiated. Please take note of any supply or price-related information/notices on the Master Vehicle List.

## Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, and other attachments, visit [COMMBUYS.com](http://COMMBUYS.com) and search for VEH110 to find related Master Blanket Purchase Order (MBPO's) information. All common contract documents are located in the "Master Contract Record" Master Blanket Purchase Order (MBPO) for VEH110 and can be accessed directly by visiting [Master Blanket Purchase Order PO-22-1080-OSD03-SRC3-23886](#).
- To find vendor-specific documents, including price sheets (if available), see links to individual vendor MBPOs on the [Vendor Information](#) page.
- To solicit quotes from multiple vendors, access the Solicitation Enabled MBPO, [PO-22-1080-OSD03-SRC3-23885](#).

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 3 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

## 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 the [Eligible Entities Which May 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. Upfitters work with awarded vendors through a subcontracting relationship to meet a variety of application and customization needs. Subcontractors (Upfitters) may not bill Purchasing Entities directly. Instead, they invoice the awarded vendor who, in turn, invoices the Purchasing Entity for the work to also include the base vehicle for one complete finished product.

## Supplier Diversity Requirements

When selecting contractors and placing orders, Executive departments shall utilize diverse and small businesses to the extent possible based on contract terms, SDO and departmental policies, laws, and regulations. Additionally, departments shall make a preference for contractors with higher SDP commitments and/or performance whenever such information is available (or is requested from contractors by the department) and the preference is feasible.

OSD provides up-to-date information on the availability of diverse and small businesses on statewide contracts through the [Statewide Contract Index](#) available on the COMMBUYS home page. See the "Programs (SDO and SBPP)" tab for current certification and small business status of contractors on this 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.
- If a municipality is looking to use a Municipal Lease (ML) to purchase off this contract in specific categories, that is allowed. Please note, a Municipal Lease is not the same as a true commercial lease. Under an ML, the purchaser (tax-exempt) owns the asset and assumes the title, registration, and all responsibility as opposed to the lessor owning the asset.
- **Exciting news!!!** Bluebird EV buses have the option of charging equipment being purchased with the vehicle. Check with Anderson Motors on this option. Please note this is for the equipment, only. Buyers will need to arrange for installation (possibly use the TRD01 contract).
- OSD recommends all Buyers make lists of what is "Mandatory" and what is "Desired" in a vehicle. If upfitting can accommodate Buyer need then consider those options. At the current time, finding vehicles that "check all boxes" is difficult. Consider alternative ways of getting "Desired" options vs. longer lead times on vehicles.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 4 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

## Pricing Options

- **Ceiling/Not-to-Exceed:** Contract discounts and other pricing published under the contract represents “ceiling” or “not-to-exceed” pricing and may be further negotiated. Each vendor has committed to a maximum cost-plus percentage (i.e., a profit margin) for the vehicles and any applicable upfitting. All contract prices quoted to Contract Users are expected to conform to the committed percentage, which may vary between Contract Categories, even for a particular vendor. Reference the [Vendor Information](#) table for more information.

## Product/Service Pricing and Finding Vendor Price Files

Due to product availability, pricing, and supply-chain issues there is no current Master Vehicle File. Please refer to individual Vendor MBPOs for the most-recent pricing (some have 2024 pricing up). Prices will vary, and all buyers should ask for quotes in writing (or email). A verbal quote is not a guarantee. Buyers are strongly urged to contact vendors by phone and email to get the quickest response on inventory and availability. Requesting a quote through COMMBUYS will likely not be responded to in a timely manner.

Please note: If a Vendor has identified a vehicle located at another dealership, your quote must come from the dealership where the vehicle is housed and the pricing will include the percentages or pricing from the “home” dealership (as shown on pages 14-17 of this guide).

## 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 [OSDhelpdesk@mass.gov](mailto:OSDhelpdesk@mass.gov).

*Per **801 CMR 21.00**, Executive Branch Departments must use established statewide contracts for the purchase of commodities and services. Specifically, Executive Departments are required to use OSD’s statewide contracts, including designated statewide contracts, if available, for their specific commodity and service needs. Exceptions will only be permitted with prior written approval from the Assistant Secretary for Operational Services, or designee.*

When contacting a vendor on statewide contract, always reference VEH110 to receive contract pricing.

## 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

Due to product availability and supply-chain issues, prices may vary, and all buyers should ask for quotes in writing (or email). A verbal quote is not a guarantee. Buyers are strongly urged to contact vendors by phone and email to get the quickest response on inventory and availability. If you request quotes through COMMBUYS, you may not get a prompt response.

Contract Users have the option of making direct purchases from any VEH110 Vendor who is awarded a contract, provided that the base vehicle is featured in the [VEH110 Master Vehicle List](#). If the dealership is substituting one make/model for another due to supply-chain or inventory, please get that substitution authorized by OSD.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 5 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

If the vehicle being sought is not featured in the VEH110 Master Vehicle List, or if the price of all added options, accessories, and upfitting constitutes 25% or more of the total purchase price, Contract Users must solicit quotes from all vendors that have been awarded the applicable Category of the vehicle being sought. If a specific make/model vehicle is not found on the Master Vehicle List, please contact the OSD contract manager to inquire. Due to supply-chain issues and manufacturing line shutdowns, availability of some vehicles is limited or unavailable at the current time\*. Some dealers are offering replacement options for certain makes/models.

**As of November 2024, the following vehicles are limited or not available:**

**Ford Edge is subject to availability and has an estimated lead time of 4+ months (minimum)**

**Ram trucks have an expected 6-12 month lead time**

**The Ford Escape can be replaced by the Bronco Sport**

**Ford Explorer availability is very limited**

**Sierra trucks replacing Silverado**

**Chevy Bolt is not available until 2025**

**\*\*Coming Soon: Various KIA Models; Blazer EV; Various Hyundai Models; and Additional Toyota Models.**

**Check individual dealer MBPO files for updates. Updates are happening weekly!**

Only in the circumstance where Contract Users do not receive responses to their requests for quotes from all vendors awarded within a Category, or when the responses provided would not meet the vehicle application requested or are cost prohibitive based on reasonable budgeting practices, may Contract Users solicit quotes from vendors who are awarded contracts from other vehicle Categories. In this case, Contract Users must retain documentation of the original solicitation and resulting responses, if any, and must solicit quotes from all vendors that can conceivably provide the same or brand equal asset to meet the vehicle application.

Contract Users may or may not decide to make awards to the vendor quoting the lowest price. The Commonwealth recommends that Contract Users consider several "Best Value" criteria, including but not necessarily limited to:

- Compliance with specifications
- Fleet compatibility
- Operator ease of use transition
- Dealer location(s)
- Dealer hours of operation
- Delivery lead time
- Cost
- Repair compatibility
- Parts compatibility

All purchases of vehicles on this contract must incorporate the use of a formal quoting process. OSD recommends using the most current version available of the [VEH110 Quote Form](#). Contract Users shall enter all relevant information on the form, including the specifications they are seeking, and send it to the applicable Vendor(s) by email or after contact has been made with Vendor by phone. DO NOT post quote forms in COMMBUYS. Quotes are required whether a direct

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 6 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

acquisition is being made through one vendor or if multiple quotes are being solicited. The Vendor(s) will complete the form and return it to the Contract User for consideration. If the Contract User decides to move forward with the purchase, a PO must be submitted to the vendor to include the final version of the VEH110 Quote Form that is agreed to by both parties.

In general, Contract Users should expect a range of 3-9 months (at minimum) lead time for the ordering and upfitting of all assets on this contract, excluding delays due to unforeseen OEM order constraints, shipping logistic issues prior to delivery to Vendor, and upfit-related complications.

The Vendor shall manage the entire ordering process, confirm receipt of orders to Contract Users, and communicate the vehicle status in each stage of the order process to Contract Users on a regular and reliable basis. This includes but is not limited to the following:

- Explicitly confirm acknowledgement to the Contract User of all Requests for Quotes within two business days;
- Provide requested quote, using the [VEH110 Quote Form](#), within five business days of said request being submitted unless otherwise specified by the Contract User;
- Acknowledge receipt of all Purchase Orders within one business day;
- Place the asset order with the OEM or dealer within two business days of Contract User's final approval;
- Ensure the Commonwealth's OEM code (e.g., FIN, FAN) is properly designated in appropriate orders;
- Provide the OEM factory order number when received from the OEM or dealer, if applicable;
- Within five business days after the OEM or dealer places the vehicle order in its order bank, confirm or update the original estimated delivery date provided in the [VEH110 Quote Form](#);
- Schedule upfit and other services with subcontractors in advance so that all parts and equipment are available before the asset arrives for upfit;
- Report delays to the original estimated delivery date to the Contract User within two business days of receiving notice from the OEM, dealer, or subcontractor and never less than 30 days prior to the expected delivery date;
- Identify assets acquired from Vendor's stock by the VIN; and
- Provide pre-notification of delivery to the Contract User at least five business days prior to delivery.

Contract Users should not accept vague or generic responses from Vendors and should follow up on any Purchase Order not acknowledged after 24 hours. Contract Users are expected to have proper approval consistent with their respective entity's protocols before placing the final asset order with a Vendor. Vendors that fail to order assets within 10 business days of receipt of a Contract User's final approval of asset specification will be subject to a penalty of five percent of the total purchase order unless the Contract User explicitly requests a future ordering date or if the Vendor can provide proof that the manufacturer is unable to accept orders within the 10-day time frame. In the latter case, the vehicle(s) will be ordered as soon as the manufacturer is able to accept orders. Otherwise, the penalty will be deducted from the purchase order price of each vehicle ordered.

#### **Dealer Stock Purchases:**

In the event a vehicle that is consistent with the Contract User's request is available on the dealer's lot (i.e., it does not need to be factory-ordered from the OEM), the Vendor may sell it to the Contract User at a price consistent with the maximum cost-plus percentage the Vendor committed to as part of their Bid. **Prior model year vehicles consistent with**

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 7 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

the Contract User's request may be offered, provided their price is discounted by a minimum of two percent per prior model year.

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

This COMMBUYS functionality provides a mechanism to easily obtain quotes by using Solicitation Enabled MBPO, [PO-22-1080-OSD03-SRC3-23885](#). 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. Buyers must include "VEH110 RFQ" when entering information in the Description field.

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**

This COMMBUYS functionality provides a mechanism to purchase base assets directly from an awarded vendor (without the need to solicit multiple quotes), provided that the base vehicle is featured in the [VEH110 Master Vehicle List](#) and all added options, accessories, and upfitting does not exceed a 25% of the total purchase price.

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 Make a Statewide Contract Purchase in COMMBUYS* job aid or one of the quick reference guides.

## Obtaining Quotes

Contract users should always reference VEH110 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value criteria, including but not necessarily limited to:

- Compliance with specifications
- Fleet compatibility
- Operator ease of use transition
- Dealer location(s)
- Dealer hours of operation
- Delivery lead time
- Cost
- Repair compatibility
- Parts compatibility

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 *Request Quotes from Vendors on Statewide Contracts* job aid.

## Product Trials, Pilots, and Demonstrations

When requested by the Contract User, the Vendor and/or its subcontractors (i.e., upfitters) must provide a comprehensive orientation training at delivery or at an alternate time agreed to by the Contract User using the exact asset that was purchased (i.e., Vendor may not use an alternative or "demo" to perform training). The training must

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](#).

Updated: December 19, 2024

Template version: 7.0

Page 8 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](#) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

consist of up to four hours of training for operators and technicians. Technical training shall include, but not be limited to, key safety and maintenance points, as well as basic operation to assist in the diagnosis of problems. Operator training shall include, but not be limited to, basic familiarization with safety items, routine required checks and overview of all functions. Contract Users may waive training at their sole discretion.

All assets, aftermarket, or upfit add-on accessories must include official OEM or subcontractor operating manuals and instructions. OEM refers to both the asset and aftermarket, upfitted accessories manufacturers.

## Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

## Environmentally Preferable Products (EPP)

This contract allows departments and political subdivisions to purchase alternative fuel assets, including battery electric and bio-fuel vehicles for inclusion in their fleets.

All vehicles in Categories 1, 2, and 3 must be hybrid electric (HEV), plug-in hybrid (PHEV), battery electric (BEV), or fuel cell electric (FCEV).

In 2016 the Commonwealth issued the [Fuel Efficiency Standards for State Fleets](#), a policy that requires state agencies to purchase more fuel-efficient vehicles and those using advanced technologies while also providing flexibility in meeting these requirements in recognition of diverse agency needs and changing technologies. It is recommended that MPG be taken into consideration when seeking vehicle replacement. Additionally, a review of possible tax incentives and/or Green Community initiatives should be considered in the decision making for a new vehicle

## Contract Exclusions and Related Statewide Contracts

This contract is limited to the purchase of light- and medium-duty vehicles with a Gross Vehicle Weight (GVW) of 26,000 lbs. or less. Heavy-duty vehicles (26,001 lbs. GVW and over), road maintenance and construction equipment can be found on [VEH111: Heavy-Duty Vehicles, Road Maintenance and Construction Equipment](#). Equipment used for Lawns and Grounds can be found on [FAC116: Lawns and Grounds Equipment, Parts, and Services](#). This contract does not include vehicle rentals, please refer to [VEH112: Vehicle Rentals](#). This contract does not include vehicle inspections or registration after initial purchase. Buyers are responsible for any non-warranted vehicle compliance after initial purchase (ie: registration renewal; emission inspections; and any other necessary regulated inspections for vehicle operation in the registered state of operation or ownership of the asset.

## Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Response Supplies, Services and Equipment Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

## Shipping/Delivery/Returns

### Delivery Terms:

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 9 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

Delivery from the Vendor to the Contract User is FOB to any location in mainland Massachusetts. Delivery to the islands in the Commonwealth and to all other locations must be negotiated with the Purchasing Entity before placing the final order and the added cost must be documented in the [VEH110 Quote Form](#).

The Vendor is responsible for the physical custody of a new vehicle from the time it is delivered by the OEM or dealer to the upfitter or delivery dealership until it is ultimately signed for by the Purchasing Entity.

The Vendor must provide pre-notification of delivery to the Purchasing Entity at least five business days prior to delivery.

The Vendor is responsible for the delivery and off-loading of assets and all shipping charges that may be incurred. Discrepancies between the purchase order, the quote, or any other documentation pertaining to the order must be remedied by the Vendor.

Vehicles that are not in new condition and free from defects upon receipt shall have the necessary corrective action taken to rectify the issue or be replaced promptly by the Vendor. Any faulty part must be replaced by the Vendor or its subcontractor (i.e., upfitter) at no additional cost. Official delivery receipts or slips are required; handwritten delivery confirmations will not be accepted. All delivered assets shall include the following, unless waived by the Contract User or as otherwise outlined below:

- All aftermarket, upfit, add-on accessories identified in the purchase order, including additional sets of operating keys, as applicable
- Valid Commonwealth inspection sticker
- Original vehicle registration, executed by the Vendor
- All sets of keys that come standard with the asset and equipment being purchased as well as any additional sets requested by the Contract User
- Commonwealth license plates (front and back)
- Fuel level at full, regardless of fuel type, and all applicable fluids at full
- OEM warranty information, including extended warranty options if acquired by the Purchasing Entity
- Subcontractor/Upfitter warranty information
- Owner's Manual(s) for vehicle - one in printed or "hard copy" or CD format and additional electronic versions as requested by the Purchasing Entity at no additional charge. It is preferred that electronic versions are in a physical format such as a USB drive or disk rather than web based.
- Where applicable, Owner's Manual(s) for all add-on accessories and upfit equipment - one in printed or "hard copy" format and additional electronic versions as requested by the Purchasing Entity at no additional charge. It is preferred that electronic versions are in a physical format such as a USB drive or disk rather than web based.
- Full maintenance and repair manuals for unit and all attachments and accessories in printed or electronic format such as a USB drive, as requested by the Contract User. Information must include, but is not necessarily limited to, specifications, diagnosis/troubleshooting, diagrams for applicable wiring, air, plumbing, and hydraulics.

The vehicle must arrive at the final delivery destination in new condition, without defects, and be ready for immediate use in accordance with the OEM or dealer's pre-delivery service. Vehicles that are delivered to the Contract User with over 500 miles shall have \$1.50 for each mile in excess of 500 deducted from the quoted price, and vehicles may not be delivered in excess of 1,000 miles. Contract Users may waive this requirement on a case-by-case basis by having the

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 10 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

exception clearly documented in the VEH110 Quote Form (e.g., vehicle shall be delivered with no more than 1,500 miles and the \$1.50 per mile charge will not take effect until 1,300 miles).

The chassis window sticker or line sheet, if factory ordered, must contain the details of the factory options.

No Vendor identification may be on the delivered vehicle.

All fluids, including the chassis crankcase, differential, and transmission shall be filled to the OEM's recommended capacity.

Each unit shall be accompanied by a Pre-delivery Inspection document (PDI) that is filled out properly, completely, and legibly by the specific staff member that performed the inspection. This document must be re-checked and signed off on by the vendor's Contract Manager or other member of management. The PDI, if needed or otherwise requested by the Contract User, shall have a document provided for each unit and each accessory purchased (e.g., the cab and chassis, the plow, the sander, etc.). The Vendor is responsible for producing this document unless otherwise specified by the Contract User.

Prior to delivery, the Contract User shall be given an opportunity to inspect each unit with all accessories, attachments, and equipment, if requested. This should take place at an agreed upon point by the Vendor and Contract User and may include multiple inspections during any upfit process. It shall be the responsibility of the Vendor to notify the Contract User, prior to final assembly, who shall be given a reasonable amount of notice to perform this inspection prior to delivery.

Vendor shall secure a signed receipt from the authorized representative of the Contract User certifying delivery of the asset. Authorized representatives of the Contract User will inspect the asset for work quality, appearance, and proper functioning of equipment (where applicable). This may occur at the time of delivery or, in the case of deliveries made to the Office of Vehicle Management's (OVM's) common delivery lot for most Executive Department purchases, after the end-user has taken receipt of the vehicle. The Vendor will have five business days from the time of inspection to correct any deficiencies unless an extension is provided in writing by the Contract User. The Contract User may withhold payment if deficiencies are not corrected within the agreed time frame.

The asset must be re-inspected prior to acceptance. The Contract User may choose to reject the asset if it fails the second inspection. The Vendor is responsible for picking up and returning a rejected asset for repair and other corrective action.

In the event deficiencies are found after delivery and a properly signed receipt is not available, the Vendor will be responsible for correcting deficiencies as stated above. Invoices shall not be produced and become payable until the Contract User accepts the asset unless otherwise requested by the Contract User.

Deliveries for most Executive Branch Agencies must be coordinated with the Office of Vehicle Management (OVM). The typical OVM lot hours are Monday through Friday, excluding Commonwealth and local Holidays, between 8:30 a.m. and 3:30 p.m.

Under no circumstances shall the number of delivered assets exceed the total units shown on the purchase order. Additional units will be rejected and returned immediately at the Vendor's cost.

**Late or Missed Delivery:**

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 11 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

The Vendor is responsible for notifying the Contract Users of any delays in delivery as defined [How to Purchase from The Contract](#).

If the OEM or dealer shipment or any part of the aftermarket or upfit is delayed, the Vendor is required to notify the Contract User in writing within two business days of receiving notice from the OEM, dealer, or subcontractor. This notification must include the reasons for the delay and the new expected delivery date to the Contract User.

If the vehicle becomes unavailable or cannot be supplied for any reason, a replacement of equal value and functionality must be supplied. If a substitute is not available or acceptable, a similar asset from the next model year will be supplied at the same price or the Contract User may cancel the order altogether.

Vendors are responsible for delays and damages resulting from their subcontractors.

If a vehicle is delayed or defaulted, providing such delay or default is the Vendor's fault and proper communications regarding the delay or default are insufficient, the Contract User shall have the option to assess against the Vendor damages as follows, after the 30-day grace period:

1. Five dollars per day per asset up to 25 percent of the total purchase order; and
2. Other losses, detriments, and inconveniences resulting from the delay.

If enacted, the compensation amount shall be deducted for each asset delivered in the purchase order unless otherwise agreed to.

## **Additional Information/FAQs**

### **Trade-ins**

Contract Users may offer used assets as trade-ins to the extent permitted by the Contract User's surplus property regulations. Prior approval of a trade-in is required by the Office of Surplus Property for Executive Branch agencies.

Trade-in amounts will be negotiated using published auction fair market values of the asset, adjusted for condition and usage. All trade-ins are sold on an "as-is" basis with no guarantee as to condition. The price of the new asset being purchased shall not change from what was reflected in the VEH110 Quote Form in the event the Contract User decides not to pursue the trade-in option.

### **Geographical Service Area**

All awarded Vendors on this Contract must provide statewide coverage. Other branch locations and subcontractors may perform delivery, provide warranty-related service, etc. to fulfill the needs of the Contract; however, all contract-related paperwork, including but not limited to, Purchase Orders, Invoices, and Certificates of Origin must reflect the company name and address of the awarded Vendor. It is the sole responsibility of the Vendor to manage coordination with any other locations or subcontractors providing support, and they shall bear full responsibility for the Contract User's experience and ensure all terms and conditions of the Contract are adhered to.

### **Warranties**

Vendors must include information regarding all OEM warranties, any additional costs, discounts, or benefits associated with any warranties prior to purchase by the Contract User. Vendors shall submit the manufacturer's standard warranty

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 12 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

information upon delivery to the Contract User and shall include warranties from upfitters for any installed equipment. Standard warranties, include, but are not limited to:

- Basic Warranty
- Powertrain Warranty
- Corrosion Warranty
- Roadside Assistance
- Extended Warranties

Vendors shall provide a minimum one-year warranty on all parts and labor for any service necessary to restore the base asset or any component of upfit and/or aftermarket work. All costs shall be borne by the Vendor in this case.

Vendors may offer extended warranties; however, only those that are offered through the OEM and that are fully transferrable may be purchased on this contract. Third party warranties are not permitted.

### Other Discounts

- **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:** Discounts may be negotiated if a certain volume of product or service is purchased.

### If the Needed Product Can Not be Found

If a product cannot be found in the Vendor's catalog, it is recommended to contact the vendor directly to inquire if it is available for purchase on this contract. If the product meets the scope of the product category, the Vendor may be able to add it to their product offerings with prior approval from the Strategic Sourcing Manager.

If the product is not listed in the scope of the product category, a buyer may contact the Strategic Sourcing Manager to inquire whether the product may be purchased.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 13 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

# Contract User Guide for VEH110

## Strategic Sourcing Team Members

- Chris Bouchard, Town of South Hadley & Mass Highway Association President
- Det. Lt. Frank Robles, Massachusetts State Police
- Jim Millins, Department of Developmental Services
- Doris Kupis, Department of Corrections
- Ray Wise, Massachusetts Bay Transit Authority (MBTA)
- Karen Rasnick, Operational Services Division
- Jack Dejnak, Department of Conservation and Recreation
- Chelsea Kehne, Department of Energy Resources
- Chuck Labbee, Massachusetts Department of Transportation
- Swen Larson, Department of Fire Services
- David Sargeant, Operational Services Division (inactive)
- Nicauris Santana, Operational Services Division
- Kelly Thompson Clark, Operational Services Division

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 14 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527



OPERATIONAL SERVICES DIVISION

## Contract User Guide for VEH110

### Vendor List and Information\*

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Prompt Payment Discounts	SDP Commitment Percentage	Maximum % above Cost for Vehicle	Maximum % above Cost for Upfitting
*Master Contract Record	<a href="#">PO-22-1080-OSD03-SRC3-23886</a>	Kelly Thompson Clark	617-720-3184	<a href="mailto:kelly.thompsonclark@mass.gov">kelly.thompsonclark@mass.gov</a>	N/A	N/A	N/A	N/A
***Solicitation Enabled MBPO	<a href="#">PO-22-1080-OSD03-SRC3-23885</a>	Kelly Thompson Clark	617-720-3184	<a href="mailto:kelly.thompsonclark@mass.gov">kelly.thompsonclark@mass.gov</a>	N/A	N/A	N/A	N/A
ANDCO Inc dba Anderson Motors, Inc.	<a href="#">PO-22-1080-OSD03-SRC3-23879</a>	Jim Anderson	401-434-5900	<a href="mailto:jim@andersonmotors.com">jim@andersonmotors.com</a>	2% - 10 Days 1.5% - 15 Days 1% - 20 Days 0.5% - 30 Days	1%	36% Category 11	40%
Central Dodge Inc dba CENTRAL CDJR OF RAYNHAM	<a href="#">PO-22-1080-OSD03-SRC3-23920</a>	Deborah Emery	508-828-2134	<a href="mailto:demery@central.us">demery@central.us</a>	0.05% - 10 Days 0.025% - 15 Days	1%	Category 2 = 6%; Categories 4 & 5 refer to price file in vendor MBPO; Categories 8, 10, 11 and 12 = 8%	10%
Colonial Ford, Inc.	<a href="#">PO-22-1080-OSD03-SRC3-23918</a>	John Welch	774-283-6400	<a href="mailto:jwelch@buycmg.com">jwelch@buycmg.com</a>	1% - 10 Days 0.5% - 15 Days	1%	4%	15%
Colonial Imports South, Inc. dba COLONIAL HONDA OF DARTMOUTH	<a href="#">PO-22-1080-OSD03-SRC3-23922</a>	John Welch	774-283-6400	<a href="mailto:jwelch@buycmg.com">jwelch@buycmg.com</a>	1% - 10 Days 0.5% - 15 Days	1%	6.5%	14%
Colonial Nissan of Medford, Inc.	<a href="#">PO-22-1080-OSD03-SRC3-23921</a>	John Welch	774-283-6400	<a href="mailto:jwelch@buycmg.com">jwelch@buycmg.com</a>	1% - 10 Days 0.5% - 15 Days	1%	6%	14%
Colonial South Automotive Inc dba COLONIAL MUNICIPAL GROUP	<a href="#">PO-22-1080-OSD03-SRC3-23963</a>	John Welch	774-283-6400	<a href="mailto:jwelch@buycmg.com">jwelch@buycmg.com</a>	1% - 10 Days 0.5% - 15 Days	1%	6%	14%
DATTCO Inc dba DeVivo Bus Sales	<a href="#">PO-22-1080-OSD03-SRC3-31225</a>	Kevin DeVivo	860-356-0252 x5996	<a href="mailto:kevin.devivo@devivobus.com">kevin.devivo@devivobus.com</a>	1% for 10; 15; 20; and 30 days	1%	5% above all direct costs. Category 11	5% above all direct costs
Gordon Chevrolet – COLONIAL MUNICIPAL GROUP	<a href="#">PO-22-1080-OSD03-SRC3-23919</a>	John Welch	774-283-6400	<a href="mailto:jwelch@buycmg.com">jwelch@buycmg.com</a>	1% - 10 Days 0.5% - 15 Days	1%	5%	15%
Marcotte Ford Sales Inc	<a href="#">PO-22-1080-OSD03-SRC3-23877</a>	Colby Henderson	413-420-2608	<a href="mailto:chenderson@marcotteford.com">chenderson@marcotteford.com</a>	0.25% - 10 Days	1%	9%	20%

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 15 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Prompt Payment Discounts	SDP Commitment Percentage	Maximum % above Cost for Vehicle	Maximum % above Cost for Upfitting
Marcotte Ford Sales Inc	<a href="#">PO-22-1080-OSD03-SRC3-23877</a>	James Filomeno (Muni sales)	413-536-1900 x1123	<a href="mailto:jmfilomeno@marcotteford.com">jmfilomeno@marcotteford.com</a>	0.25% - 10 Days	1%	9%	20%
McGovern MHQ Inc.	<a href="#">PO-24-1080-OSD03-SRC3-32460</a>	Clay Chase	508-494-6699	<a href="mailto:cchase@mcgovernauto.com">cchase@mcgovernauto.com</a>	.01% - 10 Days	2%	TBA	TBA
Milford Nissan	<a href="#">PO-22-1080-OSD03-SRC3-33798</a>	Kyle Batta	774-249-0185	<a href="mailto:kbatta@albrechtauto.com">kbatta@albrechtauto.com</a>	1% for 10; 15; 20; and 30 days	1%	3%	10%
Minuteman Trucks, LLC dba Allegiance Trucks Foxboro	<a href="#">PO-22-1080-OSD03-SRC3-24263</a>	Marty Castrechini	508-668-3112 ext. 357	<a href="mailto:mcastrechini@allegiancetrucks.com">mcastrechini@allegiancetrucks.com</a>	1% - 30 Days	1%	9.5%	6%
National Van Builders, Inc.	<a href="#">PO-22-1080-OSD03-SRC3-23878</a>	Glen Perlman	508-222-2272	<a href="mailto:glen@nationalvans.com">glen@nationalvans.com</a>	0.5% - 10 Days 0.25% - 15 Days 0.15% - 20 Days 0.1% - 30 Days	1%	<a href="mailto:cchase@mcgovernauto.com">cchase@mcgovernauto.com</a>	0.1% - 10 Days

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

\*\*The Master Contract Record MBPO is the central repository for all common contract files. Price files may be found in the individual vendor's MBPO.

\*\*\* The Solicitation Enabled MBPO is the MBPO to be used for requesting quotes from multiple vendors.

Please note the addition of bus charging equipment can now be purchased with your Bluebird EV bus. Please consult with Anderson Motors on the size of charging infrastructure needed to maintain your vehicle. This accessory option is only for charging equipment and not installation. Buyers will be responsible for equipment installation. Note, the TRD01 contracts may be able to provide installation; check with OSD contract manager for further information.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 16 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

## Appendix A: OEM and Category Summary

Vendor Name	Anderson Motors	Central Dodge	Colonial Ford	Colonial Imp So	Colonial Nissan	DeVivo Bus Sales	Gordon Chevrolet	Marcotte Ford	McGovern MHQ	Milford Nissan	Minuteman Trucks	National Van
Cat 1: Sedans*				X	X				X	X		
Cat 2: Minivans*		X							X			
Cat 3: Sport Utility Vehicles (SUVs)*			X	X				X	X	X		
Cat 4: Light-Duty Trucks		X	X				X	X	X	X		
Cat 5: Medium-Duty Trucks		X	X				X	X	X		X	
Cat 6: Large Passenger Vans			X				X					
Cat 7: Cutaway Buses & Vans			X				X					
Cat 8: Cargo Vans		X	X				X	X				
Cat 9: Police Pursuit Vehicles (PPVs)			X				X					
Cat 10: Special Service Vehicles (SSVs)		X	X				X					
Cat 11: School Buses & 7D Vehicles	X	X				X						X
Cat 12: Wheelchair Accessible Vehicles		X										X

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 17 of 18

One Ashburton Place, Room 1608 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527

Ford
Ford & International
Leaf, Ariya, Frontier KC/CC,
Toyota, Ford, KIA, Hyundai, Chrysler, RAM
Ford
Chevrolet
Collins, IC Bus, Ford, Chevrolet& TCI Mobility
Nissan
Honda
Ford
Chrysler (cat 2, 11 & 12); RAM; Dodge (Cat 10)
Micro Bird
* = EV (battery, hybrid, plug-in) or fuel cell

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: December 19, 2024

Template version: 7.0

Page 18 of 18

**One Ashburton Place, Room 1608 Boston, MA, 02108-1552**

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 – 4527