

Contract User Guide for VEH110

VEH110: Light and Medium-Duty Vehicles

UPDATED: December 19, 2023

Contract #:	VEH110
MMARS MA #:	VEH110A*
Initial Contract Term:	December 1, 2021 – November 30, 2024
Maximum End Date:	One (2) year extension to 2026
Current Contract Term:	December 1, 2021 – November 30, 2024
Contract Manager:	Kelly Thompson Clark, 617-720-3184, kelly.thompsonclark@mass.gov
This Contract Contains:	Environmentally Preferable Products
UNSPSC Codes:	25-10-00-00: Motor vehicles
Notes:	This Contract is the effective replacement VEH98 – Purchase of Vehicles. VEH111 - Heavy-Duty Vehicles, Road Maintenance and Construction Equipment is available as a separate Statewide Contract for the commodities listed in the Contract title.

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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:

Category 1: Sedans

All vehicles in this Category must be hybrid electric (HEV), plug-in hybrid (PHEV), battery electric (BEV), or fuel cell electric (FCEV).

Category 2: Minivans

All vehicles in this Category must be hybrid (HEV), plug-in hybrid (PHEV), battery electric (BEV), or fuel cell electric (FCEV) and must accommodate six to eight passengers. Wheelchair accessible vans are excluded from this category as they are to be reflected in Category 12.

Category 3: Sport Utility Vehicles (SUVs)

All vehicles in this Category must be hybrid electric (HEV), plug-in hybrid (PHEV), battery electric (BEV), or fuel cell electric (FCEV). Wheelchair accessible SUVs are excluded from this category as they are to be 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 to be 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 to be reflected in Category 12.

Category 8: Cargo Vans

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

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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 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 to be reflected in Category 12.

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 featured in the current [VEH110 Master Vehicle List](#) 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 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](#).

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;

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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.
- **PLEASE NOTE:** 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.

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 standard price file beyond the AUG 2023 list (we are expecting to issue a new one in 2024), prices will vary, and all buyers should ask for quotes in writing (or

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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.

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.

*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.

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 August 1, 2023, the following vehicles are limited or not available:

Ford Edge is subject to availability and has an estimated lead time of 4-6 months (minimum)

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Ram trucks have an expected 6-12 month lead time
Hyundai is subject to availability at time of order
The Ford Escape can be replaced by the Bronco Sport

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 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 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;

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- 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 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.

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- **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 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.

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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](#).

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:

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

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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" 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 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

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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:

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.

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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 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.

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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.

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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 Dejnack, 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)
- Kelly Thompson Clark, Operational Services Division

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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	PO-22-1080-OSD03-SRC3-23886	Kelly Thompson Clark	617-720-3184	kelly.thompsonclark@mass.gov	N/A	N/A	N/A	N/A
***Solicitation Enabled MBPO	PO-22-1080-OSD03-SRC3-23885	Kelly Thompson Clark	617-720-3184	kelly.thompsonclark@mass.gov	N/A	N/A	N/A	N/A
ANDCO Inc dba Anderson Motors, Inc.	PO-22-1080-OSD03-SRC3-23879	Jim Anderson	401-434-5900	jim@andersonmotors.com	2% - 10 Days 1.5% - 15 Days 1% - 20 Days 0.5% - 30 Days	1%	36% Category 11	40%
DATTCO Inc dba DeVivo Bus Sales	PO-22-1080-OSD03-SRC3-31225	Kevin DeVivo	860-356-0252 x5996	kevin.devivo@devivobus.com	1% for 10; 15; 20; and 30 days	1%	5% above all direct costs. Category 11	5% above all direct costs
Central Dodge Inc dba CENTRAL CDJR OF RAYNHAM	PO-22-1080-OSD03-SRC3-23920	Deborah Emery	508-828-2134	demery@central.us	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.	PO-22-1080-OSD03-SRC3-23918	John Welch	774-283-6400	jwelch@buycmg.com	1% - 10 Days 0.5% - 15 Days	1%	4%	15%
Colonial Imports Corp dba McGovern Commercial HQ	PO-22-1080-OSD03-SRC3-23881	Clay Chase	508-494-6699	cchase@mcgovernauto.com	0.1% - 10 Days	2%	Category 1 = 7% Category 2 = 6% Category 3 = 5% Category 4 = 7% Category 5 = 7%	15%
Colonial Imports South, Inc. dba COLONIAL HONDA OF DARTMOUTH	PO-22-1080-OSD03-SRC3-23922	John Welch	774-283-6400	jwelch@buycmg.com	1% - 10 Days 0.5% - 15 Days	1%	6.5%	14%
Colonial Nissan of Medford, Inc.	PO-22-1080-OSD03-SRC3-23921	John Welch	774-283-6400	jwelch@buycmg.com	1% - 10 Days 0.5% - 15 Days	1%	6%	14%
Colonial South Automotive Inc dba COLONIAL MUNICIPAL GROUP	PO-22-1080-OSD03-SRC3-23963	John Welch	774-283-6400	jwelch@buycmg.com	1% - 10 Days 0.5% - 15 Days	1%	6%	14%

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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
Gordon Chevrolet – COLONIAL MUNICIPAL GROUP	PO-22-1080-OSD03-SRC3-23919	John Welch	774-283-6400	jwelch@buycmg.com	1% - 10 Days 0.5% - 15 Days	1%	5%	15%
MAG Retail Holdings - CGF LLC dba McGovern Commercial HQ	PO-22-1080-OSD03-SRC3-24784	Clay Chase	508-494-6699	cchase@mcgovernauto.com	0.1% - 10 Days	2%	Category 1 = 7% Categories 3, 5, and 10 = 5% Categories 4, 6, 7, and 9 = 6%	Categories 1, 3, 4, 6, 7, 9, and 10 = 15% Category 5 = 16%Tahnks
MAG Retail Holdings – HYN LLC dba McGovern Commercial HQ	PO-22-1080-OSD03-SRC3-23882	Clay Chase	508-494-6699	cchase@mcgovernauto.com	0.1% - 10 Days	2%	4%	15%
Marcotte Ford Sales Inc	PO-22-1080-OSD03-SRC3-23877	Richard White	413-536-1900 ext. 1125	rwhite@marcotteford.com	0.25% - 10 Days	1%	9%	20%
Minuteman Trucks, LLC dba Allegiance Trucks Foxboro	PO-22-1080-OSD03-SRC3-24263	Marty Castrechini	508-668-3112 ext. 357	mcastrechini@allegiancetrucks.com	1% - 30 Days	1%	9.5%	6%
MMAG Retail Holdings – CJD LLC dba McGovern Commercial HQ	PO-22-1080-OSD03-SRC3-23880	Clay Chase	508-494-6699	cchase@mcgovernauto.com	0.1% - 10 Days	2%	Category 2 = 4% Category 4 = 7% Category 5 = 6%	15%
National Van Builders, Inc.	PO-22-1080-OSD03-SRC3-23878	Glen Perlman	508-222-2272	glen@nationalvans.com	0.5% - 10 Days 0.25% - 15 Days 0.15% - 20 Days 0.1% - 30 Days	1%	3%	5%

* 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.

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Appendix A: OEM and Category Summary

Bidder Name	Authorized OEMs	Cat 1: Sedans	Cat 2: Minivans	Cat 3: Sport Utility Vehicles (SUVs)	Cat 4: Light-Duty Trucks	Cat 5: Medium-Duty Trucks	Cat 6: Large Passenger Vans	Cat 7: Cutaway Buses and Vans	Cat 8: Cargo Vans	Cat 9: Police Pursuit Vehicles (PPVs)	Cat 10: Special Service Vehicles (SSVs)	Cat 11: School Buses and 7D Vehicles	Cat 12: Wheelchair Accessible Vehicles
ANDCO Inc dba Anderson Motors, Inc	Micro Bird (also sit on VEH111)											x	
DATTCO Inc dba DeVivo Bus Sales	Collins, IC Bus, Ford, Chevrolet, TCI Mobility											x	
Central Dodge Inc dba CENTRAL CDJR OF RAYNHAM	Chrysler (Categories 2, 11, and 12), RAM (Categories 8, 10, and 12), Dodge (Category 10)		x		x	x			x		x	x	x
Colonial Ford, Inc.	Ford			x	x	x	x	x	x	x	x		
Colonial Imports Corp dba McGovern Commercial HQ	Toyota (Tacoma and Tundra)/Ford	x	x	x	x	x							
Colonial Imports South, Inc. dba COLONIAL HONDA OF DARTMOUTH	Honda	x		x									
Colonial Nissan of Medford, Inc.	Nissan	x											
Colonial South Automotive Inc dba COLONIAL MUNICIPAL GROUP	Chrysler (Category 2), Dodge (Category 9)		x							x			
Gordon Chevrolet Inc	Chevrolet				x	x	x	x	x	x	x		
MAG Retail Holdings - CGF LLC dba McGovern Commercial HQ	Chevrolet	x		x	x	x	x	x		x	x		
MAG Retail Holdings - HYN LLC dba McGovern Commercial HQ	Hyundai	x		x									
MARCOTTE FORD SALES INC	Ford			x	x	x			x				x
Minuteman Trucks, LLC dba Allegiance Trucks Foxboro	Ford, International					x							

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Bidder Name	Authorized OEMs	Cat 1: Sedans	Cat 2: Minivans	Cat 3: Sport Utility Vehicles (SUVs)	Cat 4: Light-Duty Trucks	Cat 5: Medium-Duty Trucks	Cat 6: Large Passenger Vans	Cat 7: Cutaway Buses and Vans	Cat 8: Cargo Vans	Cat 9: Police Pursuit Vehicles (PPVs)	Cat 10: Special Service Vehicles (SSVs)	Cat 11: School Buses and 7D Vehicles	Cat 12: Wheelchair Accessible Vehicles
MMAG Retail Holdings - CJD LLC dba McGovern Commercial HQ	Chrysler (Category 2), RAM (Categories 4 and 5)		x		x	x							
National Van Builders, Inc.	Ford											x	x

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