



**University of Massachusetts Amherst
Procurement Department
Request for Bids:**

**Lease of one (1) 2008 or 2009 Honda Odyssey EX Model
or approved equal per the attached specifications**

RFB# AA09-RH-2868

Bid Opening Date –August 5, 2008 @ 1:00 p.m.

Specifications:

Color:

- 1st Choice: Taffeta White
- 2nd Choice: Dark Cherry Pearl

Technical Features of the Honda Odyssey EX Model

- 244-hp, 3.5-liter, SOHC VTEC® V-6 engine
- ULEV-2 CARB Emissions Rating
- Drive-by-Wire™ throttle system
- Unit-Body Construction
- MacPherson Strut Front Suspension
- Multi-Link Double Wishbone Rear Suspension
- Variable Power-Assisted Rack-and-Pinion Steering
- Power-Assisted Ventilated Front Disc/Solid Rear Disc Brakes
- Direct Ignition System with Immobilizer
- Immobilizer Theft-Deterrent System
- 100K +/- Miles No Scheduled Tune-Ups⁴

Safety Features

- 3-point seat belts at all seating positions
- Front 3-Point Seat Belts with Automatic Tensioning System
- Adjustable Seat Belt Anchors (Front and 2nd-Row)
- Advanced Compatibility Engineering™ (ACE™) body structure
- Anti-lock braking system (ABS)
- Electronic Brake Distribution (EBD)
- Vehicle Stability Assist™ (VSA®) with traction control
- Brake Assist
- Dual-stage, dual-threshold front airbags (SRS)
- Front side airbags with passenger-side Occupant Position Detection System (OPDS)
- Three-row side curtain airbags with rollover sensor
- Lower Anchors and Tethers for Children (LATCH) (2nd-row: outboard, 3rd-row: middle)
- Tire Pressure Monitoring System
- Side-Impact Door Beams
- Driver's and Front Passenger's Active Head Restraints
- Daytime Running Lights

Interior Features

- Tri-Zone Automatic Climate Control
- Cruise Control
- Programmable Power Door and Tailgate Locks
- Power Windows with Auto-Up/Down Driver's Window (front and 2nd-row)
- Steering Wheel-Mounted Audio Controls
- HomeLink® Remote System
- Security System
- Ambient Console Lighting
- Conversation Mirror with Sunglasses Holder
- Integrated Sunshades (2nd-Row)
- Driver's Seat with 8-Way Power Adjustment
- One-Motion 60/40 Split 3rd-Row Magic Seat®
- 2nd-Row PlusOne Seat™ with Storage Bin
- Head Restraints at all Seating Positions
- In-floor storage
- Tilt and Telescopic Steering Column
- Adjustable 2nd-row seats with armrests and walk-in feature
- 120-Watt AM/FM/6-Disc In-Dash CD Changer Audio System with 6 Speakers
- Driver's seat with manual lumbar support
- Retractable center tray table with bag hooks (4 total)
- 15 beverage holders
- Floor Mats
- Map lights (all rows)
- MP3/Auxiliary Input Jack

Exterior Features

- Power sliding doors
- Programmable Remote entry system
- Multi-Reflector Halogen Headlights with Auto-off
- 16" alloy wheels
- 235 / 65 R16 all-season tires
- Rear privacy glass
- Heat rejecting glass
- Heated Body-Colored Power Side Mirrors
- Roof Rails
- Body-Colored Rear Roofline Spoiler with Integrated Brake Light
- Body-Colored Tailgate Garnish
- 5-Mph Impact-Absorbing Body-Colored Bumpers
- Two-Speed/Variable Intermittent Windshield Wipers
- Intermittent Rear Window Wiper/Washer

TERMS AND CONDITIONS OF LEASE

Length of Term: From the date of delivery for 36-months to include mileage allowance of 20,000 miles per annum.

Features: LEASE must include registration and plates, registration renewals during the term of LEASE, title and excise tax. The University is an agency of the Commonwealth of Massachusetts and is exempt from sales tax. (Massachusetts Sales Tax Exemption # 043-167-352)

Insurance: Insurance will be provided by the University.

Payment Provisions: The LEASE must include not include security deposit or advance payment provisions. Equal monthly installments payable in arrears is desirable (i.e., for a LEASE that begins on August 14, the first installment is due and payable on September 13). Additional consideration will be given to bid responses that include this provision.

Copy of LEASE Agreement: A copy of the University approved LEASE document is included with this bid specification and must be acceptable to the successful bidder. Vendors may submit their standard lease for review with the knowledge that the University reserves the right to reject any bid that contains terms it cannot agree to.

Price must include delivery to the University of Massachusetts, Amherst.

Please list the earliest delivery date: _____

36-month lease – Bid price on monthly lease charge for a period of 36-months, including mileage allowance of 20,000 miles per annum. \$ _____ per month.

Excess mileage penalty for every mile over 60,000 per contract period \$ _____ per mile

In addition to the standard 3/36,000 Bumper-to-Bumper Limited Warranty & 5/60,000 Powertrain Limited Warranty please, include the cost of a 60,000 mile extended Bumper-to-Bumper warranty option \$ _____ (attach information on the 60,000 mile warranty with the bid)

RFB# AA09-RH-2868 – LEASE of one (1) 2008 OR 2009 Honda Odyssey EX or approved equal

Vendor Name: _____

Address: _____

Telephone: _____ FAX: _____ E-Mail: _____

Name of Person Submitting Bid: _____

Authorized Signature: _____

**LEASE AGREEMENT
(Motor Vehicles)**

This LEASE made this _____ day of _____, by and between _____, having an office and place of business at _____, the LESSOR, and the University of Massachusetts, _____, Whitmore Administration Building, Amherst, Massachusetts, the LEASEE, for the use of _____, _____, principal operator, and his/her successors.

WITNESSETH:

1. The LESSOR hereby lets to the LESSEE and the LESSEE hereby hires from the LESSOR the motor vehicle with equipment, hereinafter, described as the "Leased Vehicle", for a minimum of (_____) months or as otherwise set forth on the Schedule, commencing on the date when such vehicle is delivered to the LESSEE, fully operable, and in full compliance with the specifications of LESSEE's Bid No. _____. The term "Leased Vehicle". As used herein, shall mean that motor vehicle, with equipment, listed on the Schedule attached hereto and made a part hereof. The title of the Leased Vehicle shall always remain in the LESSOR.
2. Unless otherwise agreed the LESSEE shall pay the monthly rental for the Leased Vehicle in arrears on the last day of each month and every calendar month during the term hereof. If the delivery date or the termination of use date of Leased Vehicle is other than the first day of the calendar month, then the rental (including excess mileage charges if any) respecting such vehicle shall be pro-rated accordingly.
3. The LESSOR will replace the Leased Vehicle which becomes stolen or which becomes unfit for operation, and at its option, may at any time, from time to time, replace the Leased Vehicle with a vehicle in equal or better condition. Any such replaced vehicle will be the same as the originally Leased Vehicle as at the commencement of this Agreement, and comparably equipped.
4. The LESSOR will cause to be furnished one set of license plates for the Leased Vehicle, registering same in LESSOR's name, for the required licensing period in the State of Massachusetts in which state such Leased Vehicle is to be principally kept and maintained.
5. The LESSEE will maintain said Leased Vehicle in good running order, properly serviced and lubricated at the expense of the LESSEE. All warranty repairs to the Leased Vehicle shall be made by LESSOR at LESSOR's place of business unless the prior written consent of the LESSOR shall be first obtained. All gas for the Leased Vehicle shall be supplied by LESSEE at the expense of LESSEE.
6. The LESSEE will keep the Leased Vehicle insured against fire, theft, collision, public liability and property damage. In the event of cancellation of the insurance, use by the LESSEE of the Leased Vehicle shall cease until such insurance has been renewed or replaced. The LESSEE may self-insure and if requested will provide proof of coverage to LESSOR.
7. The LESSEE will use and operate the Leased Vehicle in a proper and careful manner and will pay any fines imposed or levied upon said Leased Vehicle. The LESSEE will give to the LESSOR full and accurate reports of any accidents within forty-eight (48) hours after the occurrence thereof.
8. The LESSEE will not use or authorize the use of any Leased Vehicle for any illegal purpose.
- 9.. The LESSOR shall not be liable to the LESSEE for any damage to or loss of business caused by any interruption of the service herein provided for; and the LESSOR shall not be liable for any acts of commission or omission of the LESSEE's agents or employees.
10. If the LESSEE breaches any of the provisions or defaults in any of the terms and conditions of this lease, and does not correct such breach or default within (20) business days of receipt of written notice thereof, or if bankruptcy or insolvency proceeding are commenced by or against the LESSEE, the LESSOR may at its option terminate this lease forthwith, and the LESSEE shall forthwith deliver to the LESSOR without any expense to the LESSOR at the LESSOR's nearest place of business, not to exceed 50 miles from LESSEE's Amherst location, the Leased Vehicle affected by such termination, in good order and condition, reasonable wear and tear excepted.
11. The LESSEE shall, on the expiration or termination date, deliver to the LESSOR the Leased Vehicle in the manner set forth in Paragraph 1.
12. Any notice given by either party shall be sufficient if mailed by registered letter addressed to the other party, at the address designated herein, unless otherwise notified, and any such notice shall be effective as of the date of receipt thereof.
13. This Agreement shall apply to and bind the successors, legal representatives and assign of the parties hereto, except that LESSEE shall not assign this lease or any interests therein without prior written consent of the LESSOR.
14. This Agreement shall be executed in triplicate and each copy thereof deemed an original. It is expressly agreed that this lease is a Massachusetts contract and shall be governed as to validity, enforcement, interpretation, effect and in all other respects by the laws of the Commonwealth of Massachusetts.

15. This LEASE and the vehicle leased hereunder will be subject to any rights and interest in said vehicle under any respective contract or contracts that _____, may hold with respect to said vehicle except that nothing said respective contract or contracts shall affect or lessen the rights of the LESSEE to use said Leased Vehicle as set forth in this Lease Agreement unless LESSEE has materially breached said Lease Agreement. Failure by the LESSOR to fulfill any of the rights and interest held by _____, in said vehicle shall be sufficient cause for the LESSEE to cancel the Lease Agreement by written notice as provided in Paragraph 13. The LESSEE shall pay any rentals and/or any other monies due the LESSOR up to and including the date of such cancellation and the LESSOR shall remove the vehicles from the LESSEE's garaging location.

16. The parties understand and agree that this LEASE and attachments (if any) supersede all other verbal and written agreements and negotiations by the parties relating to the subject matter of this lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed the day and year first above written.

LESSOR

By: _____

As: _____

UNIVERSITY OF MASSACHUSETTS

LESSEE

By: _____

As: _____