



UNIVERSITY OF MASSACHUSETTS-AMHERST

Procurement Department
407 Goodell Bldg., 140 Hicks Way
Amherst, MA 01003-9334

voice: 413-545-0361 fax: 413-545-1643

email: procurement@admin.umass.edu Web Page: www.umass.edu/procurement

(THIS IS NOT AN ORDER)

REQUEST FOR BID # AA12-RH-4458

		RFB Opening Date & Time: December 22, 2011 @ 1:00 PM EST	
		Requested by: Audrey Lehane Department: Bay State Roads Program Phone: 413-545-2848 Date Prepared: 12/8/2011	
	Description	Unit Price	Total Price
	BIDS ARE REQUESTED FOR THE LEASE OF ONE (1) 2011 OR 2012 HONDA ODYSSEY EX PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON DECEMBER 22, 2011 @ 1:00 P.M. EST		
	The University utilizes a private vehicle lease which is enclosed with this bid. 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.		
	Vendors may bid on either a 2011 or 2012 model year or both. Please specify clearly the year (s) that you are bidding on.		
	Total Bid Price>>>>>>>>		

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY at: procurement@admin.umass.edu

IMPORTANT INFORMATION

- It is the bidder's responsibility to insure that their bid is received in its entirety by the University of Massachusetts, Procurement Department, 407 Goodell Building, 140 Hicks Way, Amherst, MA 01003-9334 by 1:00 PM on the bid opening date specified above. Bids received after the specified date/time or at a location other than what is listed in the RFB will be rejected and placed unopened in the bid file.
- Bids may be faxed provided that they are followed up by a hard copy with written signature within 5 days of the bid date. All faxed bids must be received by the Procurement fax by the date and time of the bid above. **No electronic bids will be accepted.**
- All prices are FOB Destination, delivery free of all charges to: University of Massachusetts Amherst at a location specified on a purchase order.
- **Bidders must list their Taxpayer's Identification Number here:** _____
- Bid may not be materially altered after the bids have been opened. Only the Director of Procurement can determine what a material alteration is.
- All prices must be submitted on a Net Basis. Unit price shall prevail in case of mathematical error.
- Bids on items that differ from specifications will be rejected at the discretion of the Director of Procurement. Proprietary names are quoted for informational purposes only and are not meant to limit competition. The right is reserved to accept the bid deemed best for the University.
- Exceptions to any terms and conditions contained herein or in the bid specifications, must be noted by bidder in bid. The Director of Procurement reserves the right to reject any bid that does not conform to the specifications.

Vendor Name: _____

Address: _____ City: _____ State: _____ ZIP: _____

Telephone: _____ FAX: _____ E-Mail Address: _____

Name of Person Submitting Bid: _____

Authorized Signature: _____

R# 125075



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

Lease of one (1) 2011 or 2012 Honda Odyssey EX
per the attached specifications or approved equal

RFB# AA12-RH-4458

Bid Opening Date – December 22, 2011 @ 1:00 p.m. EST

Specifications:

- 1. Color:** Taffeta White or Dark Cherry Pearl II
- 2. Seating Capacity:** Eight (8)
- 3. Engine:** V-6 Engine; 248-HP, 3.5 Liter, SOHC i-VTEC
- 4. Transmission:** Five (5) Speed Automatic Transmission
- 5. Emissions:** CT, ME, MA, NJ, NY
- 6. Battery:** Heavy-Duty 770 cold-cranking amps, Maintenance-free
- 7. Brakes:** Power-Assisted Ventilated Front Disc/Solid Rear Disc Brakes / Anti-Lock Braking System
- 8. Wheelbase:** 118.1
- 9. Wheels:** 17" Alloy Wheels
- 10. Tires:** 235/65 R17 103T All-Season Tires / Compact Spare Tire: T135 / 80 D17 103T
- 11. Suspension:** MacPherson Strut Front Suspension
- 12. Tri-Zone Automatic Climate Control System:** with Humidity Control and Air Filtration
- 13. Interior Color:** Truffle (Dark Brown)
- 14. Daytime Running Lights (DRL)**
- 15. Power Sliding Doors**
- 16. Security System**
- 17. Cruise Control**
- 18. Tilt and Telescopic Steering Column**
- 19. Floor Mats for all rows**
- 20. Driver's Seat with 10-way power adjustment including Power Lumbar Support**
- 21. Wide-Mode Adjustable 2nd Row Seats with Armrests and Walk-in Feature**
- 22. One-motion 60/40 Split 3rd Row Magic Seat**
- 23. Head Restraints for all Seating Positions**
- 24. 229-Watt Am/FM/CD Audio System with 7-speakers including Subwoofer**
- 25. Wheel Locks**

TERMS AND CONDITIONS OF LEASE

Length of Term: From the date of delivery for 36-months to include mileage allowance of 12,000 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 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 12,000 miles per annum.

\$ _____ per month.

Excess mileage penalty for every mile over 36,000 per contract period \$ _____ per mile.

48-month lease – Bid price on monthly lease charge for a period of 48-months, including mileage allowance of 12,000 miles per annum.

\$ _____ per month.

Excess mileage penalty for every mile over 48,000 per contract period \$ _____ per mile.

Please include a buyout price as listed below:

Cost to purchase vehicle outright: \$ _____

Cost to purchase vehicle outright after leasing for 12-months: \$ _____

Cost to purchase vehicle outright after leasing for 24-months: \$ _____

Cost to purchase vehicle outright after leasing for 36-months: \$ _____

Cost to purchase vehicle outright after leasing for 48-months: \$ _____

Warranty: 5-year / 60,000 Powertrain, extended hybrid warranty; 3-year / 36,000 bumper to bumper; 5-year / 60,000 mile roadside assistance.

RFB# AA12-RH-4458 – LEASE of one (1) 2011 or 2012 Honda Odyssey EX

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: _____

Submission of a Bid:

Submission of a bid indicates that the bidder has read, completely understands and agrees with this Request for Bid document. If the bidder takes exception to any of the contract terms and conditions contained herein, the bidder shall so note it as an exception in this Bid Response, referencing the section and item number and giving a complete explanation for the exception. The University reserves the right to use any such exception as grounds for rejection of the bid.

Bid Opening Time and Date:

Bidders shall deliver **two (2) copies** of their bid response in its entirety including all requested samples and/or supporting documentation as required in the bid specifications to the following address by **Thursday, December 22, 2011 at 1:00 pm, EST at which time the bids will be opened and publicly read.** Bids shall be clearly marked and addressed to:

**University of Massachusetts
Procurement Department
407 Goodell Building ~ 140 Hicks Way
Amherst, MA 01003
Fax 413-545-1643
*Attention: RFB AA11-RH-4458***

The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the University. The University will not increase the purchase order to the successful vendor for omissions or oversights not due to the fault of the University or its agents. All changes must be approved in writing.

It is the sole responsibility of the bidder to insure that its bid is delivered to the Procurement Department *in its entirety* by the due date and time. Late bids or bids delivered to an incorrect location will not be considered, and will be placed, unopened, in the bid file. Faxed bids will be accepted, provided the original is received within 5 working days after bid deadline submission date.

Only bids that are received by the bid opening date and time will be considered. The UNIVERSITY reserves the right to reject any of all bids, wholly or in part and to make an award in a manner deemed by the Director of Procurement at the Amherst Campus to be in the University's best interest. The UNIVERSITY reserves the right to make a partial award for the services requested, or to make an award to more than one vendor.

If, at the time of the scheduled bid opening the University of Massachusetts Amherst is closed due to inclement weather or another unforeseeable event, the bid opening will be extended until 1:00 pm on the next normal business day. Bids will be accepted until that date and time.

No electronic bids will be accepted.

All questions from prospective vendors regarding this Request for Bid shall be referred to the Purchasing Manager in the Procurement Department by email or fax only, December 13, 2011 at 2:00 PM. ***No telephone calls will be entertained.*** Inquiries received after the specified date and time will not be accepted. The University will E-Mail its response to all questions to all bidders of record by formal addendum December 14, 2011. The contact information for this individual is:

**University of Massachusetts Amherst
Rosemary A. Hassay, Purchasing Manager
Fax: (413) 545-1643
Email: procurement@admin.umass.edu**

The University will extend the due date by written addendum if such information significantly amends this request for bid or makes compliance with the original proposed due date impractical.

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) is strongly encouraged to submit proposals in response to this request for bid. For the purposes of this RFB the term MBE or WBE shall mean a consultant who is

certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the Respondent's Qualifications are submitted. All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to vendor lists, contact the State Office of Minority and Woman-Owned Business Assistance at (617) 727-8692 or go to <http://www.somwba.state.ma.us> for more information.

The University of Massachusetts is an Affirmative Action, Equal Opportunity Employer.