

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 40490 - LEASE VEHICLES (Cars, Vans, Pickups & SUVs) (2007 Model Year) (Statewide)	
		Classification Code: 25	
Award Number	:	<u>20608</u>	(Replaces Award 19934)
Contract Period	:	See "Contract Period" Clause	
Bid Opening Date	:	August 24, 2006	
Date of Issue	:	November 3, 2006	
Specification Reference	:	As Incorporated In The Invitation for Bids	
Contractor Information	:	Appears on Pages 2 & 3 of this Award	

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Beverly L. Moore Title : Purchasing Officer I Phone : 518-474-3856 Fax : 518-474-8676 E-mail : beverly.moore@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

It is the intent and purpose of this Contract Award to establish a term 36 month close end lease contract to provide for the lease of cars, vans, pickups & sport utility vehicles for use by New York State agencies, the State University of New York, Political Subdivisions of New York, and others authorized by New York State Law.

PR #20608

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62746	ACME AUTO LEASING, LLC 440 Washington Avenue North Haven, CT 06473	800/242-7767, Ext 18 203/234-6850, Ext. 18 Ms. Karrie-Linn Velms Fax: 203-234-6858 E-mail: karriewelms@acmeautoleasing.com Web: www.acmeautoleasing.com	061425257
PC62747 SB	ALBANY DODGE LEASING CORP. 770 Central Ave. Albany, NY 12206	518/438-8116 Mr. Bob Kemmer Fax: 518/482-2666 E-mail: rkemmer@smartdealnetwork.com	141485220
PC62748	ALLSTATE LEASING, INC. 9428 Reisterstown Rd. Owings Mills, MD 21117	800/223-4885 410/363-6500, Ext. 244 Mr. Brent Baron Fax: 410/363-9532 E-mail: bbaron@allstateleasing.com Web: www.allstateleasing.com	520903580
PC62749	ARI FLEET LT 9000 Midlantic Drive Mt. Laurel, NJ 08054	800/222-0993, Ext. 7434 856/439-7434 Ms. Dana Woolley Fax: 856/608-7160 E-mail: dwoolley@airfleet.com Web: www.arifleet.com	223590655
PC62750	HOSELTON CHEVROLET, INC. 909 Fairport Road E. Rochester, NY 14445	888/840-0456 585/586-7373, Ext. 2309 Mr. Richard Perry Fax: 585/784-8481 E-mail: rperry@hoselton.com Web: www.nysfleet.com	160731157
PC62751 SB	HOSELTON CHRYSLER, INC. 50 Marsh Road E. Rochester, NY 14445	888/840-0456 585/586-7373, Ext. 2307 Ms. Christina Knopp E-mail: cknopp@hoselton.com Web: www.nysfleet.com	160981925
PC62752	MERCHANTS AUTOMOTIVE GROUP d/b/a MERCHANTS LEASING 1278 Hooksett Rd. Hooksett, NH 03106	800/391-1576 571/261-3500 Mr. Gregory McIntyre Fax: 703/753-7131 E-mail: gregmcintyre@merchantsleasing.com Web: www.merchants.leasing.com	020270756

Purchase Order to be sent to:
 Merchants Automotive Group
 5700 Wheelwright Way
 Haymarket, VA 20169

Remit Payments to:
 Merchants Automotive Group
 PO Box 414438
 Boston, MA 02241

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62753	UNION LEASING, INC. 425 N. Martingale Rd. Suite 120 Schaumburg, IL 60173	877/425-1515, Ext. 243 847/330-6243 Mr. Fred Bulterman Fax: 847/330-6245 E-mail: fbulte@unionleasing.com Web: www.unionleasing.com	366101933
PC62754 SB WBE	VAN BORTEL FORD, INC. 7325 Route 96 Victor, NY 14564	888/826-2678 585/586-7705 Ms. Barbara Dodson Fax: 585/586-7706 E-mail: bdodson@vanbortelford.com Web: www.vanbortelford.com	161609363

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

(continued)

SPECIAL ORDERING INSTRUCTIONS;

The following contractors offer Electronic Access Ordering (EDI):

Allstate Leasing, Inc.
Merchants Automotive Group d/b/a Merchants Leasing

Agencies are encouraged to utilize EDI capabilities. Please contact the contractor for specific information regarding electronic ordering.

PRICE:

Price are firm fixed thirty-six (36) month rate, F.O.B. any point in the State of New York (i.e., to ordering lessee or nearest authorized dealer to delivery location as noted in the delivery terms). Price includes all duties, taxes, charges, vehicle preparation, inspection, etc.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

DAS (Delivery Allowance Schedule) - All contracts are statewide, regardless of where the bidder is located. Contractors will be required to deliver vehicles anywhere within New York State boundaries. Each contractor will be reimbursed for this delivery only as shown by the following Delivery Allowance Schedule (DAS). The DAS indicates the maximum dollar amount that will be paid for delivery from the contractor's point of business (address on bid) or Contractor's authorized dealer (if utilizing dealers) location that is nearest to the ordering entities desired delivery location.

For Out of State bidders, the Office of General Services, Procurement Services Group, will determine which region is closest to the location of the bidder, unless the bidder indicates differently.

Only delivery charges, as noted in DAS below, will be added to the invoice when the vehicle is delivered in accordance with DAS.

The DAS will be used as follows. If the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$230. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e., if the contractor point of business is in Region 1, the only row that will be utilized is the first one).

DAS - DELIVERY ALLOWANCE SCHEDULE

Delivery to Region							
Region	1	2	3	4	5	6	
Location of Vendor	1	\$160	\$230	\$380	\$440	\$520	\$680
	2	\$230	\$160	\$230	\$230	\$290	\$520
	3	\$380	\$230	\$160	\$230	\$230	\$520
	4	\$440	\$230	\$230	\$160	\$440	\$660
	5	\$520	\$290	\$230	\$440	\$160	\$260
	6	\$680	\$520	\$520	\$660	\$260	\$160

(continued)

PRICE: (Cont'd)

<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>	<u>Region 5</u>	<u>Region 6</u>
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond
Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga		Connecticut	Maryland
Niagara	Madison	Schenectady			New Jersey
Ontario	Oneida	Schoharie			
Orleans	Onondaga	Warren			
Schuyler	Oswego	Washington			
Seneca	Otsego	New Hampshire			
Steuben	Tioga				
Wayne	Tompkins				
Wyoming					
Yates					
Illinois					

Each November 1, beginning with November 2007, the DAS chart shall be updated in accordance with changes in the CPI (Series Id: CUUR0100SA0, CUUS0100SA0; Not Seasonally Adjusted; Area: Northeast urban; Item: All items) by comparing the value for August of the year involved to the value for August 2006. For example, if the value for **August 2007** was 220.4 and the value for August 2006 was 206.2, the DAS would increase by 6.89% (e.g., $220.4/206.2 = 1.0688965 = 6.89\%$ rounded increase), **effective November 1, 2007**. Values in chart will be rounded to nearest five dollar amount (e.g., \$160 would increase to \$170; \$230 would increase to \$245; etc.).

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<u>LOT 1, ITEM 1, COMPACT SEDAN</u>	<u>CONTRACTOR</u>	<u>MANUFACTURER AND MODEL NAME</u>
	Hoselton Chevrolet Van Bortel Ford, Inc.	Chevrolet Aveo LS Ford Focus Sedan
<u>LOT I, ITEM 2, STATION WAGON, MID-SIZE</u>	Merchants Leasing	Chrysler Pacifica
<u>LOT I, ITEM 3, SEDAN, FULL SIZE, REAR WHEEL DRIVE</u>	Hoselton Chrysler	Chrysler 300
<u>LOT I, ITEM 4, SEDAN, FULL SIZE, FRONT WHEEL DRIVE</u>	Hoselton Chevrolet	Chevrolet Impala LS
<u>LOT II, ITEM 1, SEDAN MID-SIZE</u>	Hoselton Chevrolet	Chevrolet Malibu LS w/2FL
<u>LOT III, ITEM 1, 7 PASSENGER VAN</u>	Union Leasing Hoselton Chrysler	Chevrolet Uplander LS Chrysler Town & Country
<u>LOT III, ITEM 2, 7 PASSENGER VAN (All Wheel Drive)</u>	ARI Fleet	GMC Savana
<u>LOT III, ITEM 3, 12 PASSENGER VAN</u>	Hoselton Chevrolet	Chevrolet Express 2500
<u>LOT III, ITEM 4, 15 PASSENGER VAN</u>	Hoselton Chevrolet	Chevrolet Express 3500
<u>LOT III, ITEM 5, VAN, CARGO (Compact)</u>	Van Bortel Ford	Ford Freestar
<u>LOT III, ITEM 6, VAN, CARGO</u>	Hoselton Chevrolet	Chevrolet Express 2500 Cargo
<u>LOT III, ITEM 7, REGULAR CAB, LIGHT DUTY PICKUP TRUCK COMPACT (4X2)</u>	Merchants Leasing Albany Dodge	Chevrolet Colorado LS Ford Ranger XL
<u>LOT III, ITEM 8, REGULAR CAB ONE-HALF TON PICKUP TRUCK - FULL SIZE, LONG BED (4X2)</u>	ARI Fleet Albany Dodge	Dodge Ram 1500 ST Ford F150 XL

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	<u>CONTRACTOR</u>	<u>MANUFACTURER AND MODEL NAME</u>
<u>LOT III, ITEM 9, REGULAR CAB ONE-HALF TON TRUCK PICKUP - FULL SIZE, LONG BED (4X4)</u>	Acme Auto Leasing ARI Fleet LT	Ford F150 XL Dodge Ram 1500 ST
<u>LOT III, ITEM 10, REGULAR CAB THREE QUARTER TON TRUCK PICKUP - FULL SIZE, LONG BED (4X2)</u>	Van Bortel Ford ARI Fleet	Ford F250 XL Dodge Ram 2500 ST
<u>LOT III, ITEM 11, REGULAR CAB THREE QUARTER TON TRUCK PICKUP - FULL SIZE, LONG BED (4X4)</u>	Allstate Leasing Union Leasing	Dodge Ram 2500 ST Ford F250 XL
<u>LOT III, ITEM 12- FOUR DOOR UTILITY, 5 PASSENGER (4X4)</u>	Hoselton Chrysler	Jeep Liberty Sport
<u>LOT III, ITEM 13 - FOUR DOOR UTILITY COMPACT, 4 PASSENGER (4X4)</u>	Hoselton Chrysler Hoselton Chevrolet	Jeep Grand Cherokee Laredo Chevrolet Trailblazer LS
<u>LOT III, ITEM 14 - FOUR DOOR UTILITY COMPACT, 5 PASSENGER (4X4) AWD</u>	Merchant Leasing	Pontiac Torrent
<u>LOT III, ITEM 15- FOUR DOOR UTILITY VEHICLE, Mid SIZE (6 Passenger) (4X4)</u>	Hoselton Chrysler	Jeep Commander Sport
<u>LOT III, ITEM 16 - FOUR DOOR UTILITY VEHICLE, FULL SIZE (9 Passenger) (4X4)</u>	Hoselton Chevrolet	Chevrolet Suburban LS

(continued)

LOT I:

ITEM NO. 1:

CATEGORY - COMPACT SEDAN:

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 4 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

Make & Model: Chevrolet Cobalt LS (1AK69)

*Monthly Lease Rate/36 Month : \$239.53

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

Air Conditioning	Dual Exterior Mirrors
AM/FM Radio w/Clock	Wheel Covers
Compact Disc	Tilt Steering Wheel
Tinted Glass	Daytime Running Lights
Steel Belted All Season Radial Tires	Carpeted Floor Covering (Full)
Rear Window Defroster	

CONTRACTOR: HOSELTON CHEVROLET, INC.
LOT I: 909 Fairport Road
ITEM 1: East Rochester, NY 14445

CONTACT: Mr. Rick Perry
PHONE #: 888/840-0456
585/586-7373, Ext. 2309
FAX #: 585/784-8481

FEDERAL ID #: 160731157
CONTRACT #: PC62750

DELIVERY: 100 Days A/R/O

(continued)

LOT I:

ITEM NO. 1:

CATEGORY - COMPACT SEDAN:

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 4 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

Make & Model: Ford Focus (P34)

*Monthly Lease Rate/36 Month : \$254.82

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$50.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$50.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

Air Conditioning	Body Side Molding
AM/FM Radio w/Clock	Dual Exterior Mirrors
Compact Disc	Wheel Covers
Tinted Glass	Cruise Control
Steel Belted All Season Radial Tires	Carpeted Floor Covering (Full)
Rear Window Defroster	Floor Mats (Front)

CONTRACTOR: VAN BORTEL FORD
LOT I: 7525 Route 96
ITEM 1: Victor, NY 14564

CONTACT: Ms. Barbara Dodson
PHONE #: 888/826-2678
585/586-7705
FAX #: 585/586-7706

FEDERAL ID #: 161609363
CONTRACT #: PC62754

DELIVERY: 90 Days A/R/O

(continued)

LOT I:

ITEM NO. 2:

CATEGORY - STATION WAGON, MID-SIZE:

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 6 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

Make & Model: Chrysler Pacifica (CSYH74)

*Monthly Lease Rate/36 Month : \$347.00

Price additional, for delivery directly to ordering Agency: \$150.00

Price additional per month for portable hand controls: \$30.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.12/mile

Price additional for excess mileage (90,000 mile package): \$.12/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

Air Conditioning

AM/FM Radio w/Clock

Compact Disc

Tinted Glass

Carpeted Floor Covering (Full)

Floor Mats (Front and Rear)

Windshield Wiper/Washer

Intermittent

Steel Belted All Season

Radial Tires

Dual Exterior Mirrors

Tilt Steering Wheel

Daytime Running Lights

CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP

LOT I: d/b/a MERCHANTS LEASING

ITEM 2: 1278 Hooksett Rd.
Hooksett, NH 03106

FEDERAL ID #: 020270756

CONTRACT #: PC62752

CONTACT: Mr. Gregory McIntyre

PHONE #: 800/391-1576

571/261-3500

FAX #: 703/753-7131

DELIVERY: 90 Days A/R/O

(continued)

LOT I:

ITEM NO. 3:

CATEGORY - SEDAN, FULL-SIZE, REAR WHEEL DRIVE:

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

Make & Model: Chrysler 300 (LXCH48)

*Monthly Lease Rate/36 Month : \$322.91

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

Air Conditioning

AM/FM Radio w/Clock

Compact Disc

Tinted Glass

Carpeted Floor Covering (Full)

Windshield Wiper/Washer

Intermittent

Steel Belted All Season

Radial Tires

Dual Exterior Mirrors

Tilt Steering Wheel

CONTRACTOR: HOSELTON CHRYSLER, INC.

LOT I: 50 Marsh Road

ITEM 3: East Rochester, NY 14445

CONTACT: Ms. Christina Knopp

PHONE #: 888/840-0456

585/586-7373, Ext. 3207

FAX #: 585/784-8481

FEDERAL ID #: 160981925

CONTRACT #: PC62751

DELIVERY: 120 Days A/R/O

(continued)

LOT I:

ITEM NO. 4:

CATEGORY - SEDAN, FULL-SIZE, REAR WHEEL DRIVE:

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning, rear window defroster and ABS brakes.

Make & Model: Chevrolet Impala LS (1WB19)

*Monthly Lease Rate/36 Month : \$284.38

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

ABS Brakes

AM/FM Radio w/Clock

Compact Disc

Tinted Glass

Carpeted Floor Covering (Full)

Windshield Wiper/Washer
Intermittent

Body Side Moldings

Steel Belted All Season

Radial Tires

Dual Exterior Mirrors

Tilt Steering Wheel

Daytime Running Lights

CONTRACTOR: HOSELTON CHEVROLET, INC.

LOT I: 909 Fairport Road

ITEM 4: East Rochester, NY 14445

CONTACT: Mr. Rick Perry

PHONE #: 888/840-0456

585/586-7373, Ext. 2309

FAX #: 585/784-8481

FEDERAL ID #: 160731157

CONTRACT #: PC62750

DELIVERY: 100 Days A/R/O

(continued)

LOT II:

ITEM NO. 1:

CATEGORY - MID-SIZE SEDAN:

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus the following:

6 Cylinder Engine	Rear Window Defroster
Automatic Transmission	Air Conditioning
Airbags (driver & front passenger)	Tinted Glass
ABS Brakes	Cruise Control
Power Steering	Remote Deck Lid Release
All Season Steel Belted Radial Tires	Intermittent Wipers
Tilt Steering Wheel	AM/FM Radio w/Clock
Dual Exterior Mirrors	Cassette and/or Compact Disc

Make & Model: Chevrolet Malibu LS (1ZS69)

*Monthly Lease Rate/36 Month : \$254.41

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

CONTRACTOR: HOSELTON CHEVROLET, INC.
LOT II: 909 Fairport Road
ITEM 1: East Rochester, NY 14445

CONTACT: Mr. Rick Perry
PHONE #: 888/840-0456
585/586-7373, Ext. 2309
FAX #: 585/784-8481

FEDERAL ID #: 160731157
CONTRACT #: PC62750

DELIVERY: 100 Days A/R/O

(continued)

LOT III:

ITEM NO. 1:

CATEGORY - 7-PASSENGER VAN:

Integral cab-van w/sedan type front doors and sliding curbside door, glass all around and full headliner.

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 6 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, front air conditioning, carpet floor covering, cloth seating and ABS brakes.

Make & Model: Chevrolet Uplander LS (CU11416)

*Monthly Lease Rate/36 Month : \$292.00

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$35.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$160.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

6 Cylinder Engine
AM/FM Radio w/Clock
Compact Disc
Air Conditioning (Front Only)
Tinted Glass
Rear Window Defroster

4-Wheel ABS Brakes
Windshield Wiper/Washer
Intermittent
Body Side Moldings
Dual Outside Mirrors
Daytime Running Lights
Passenger Side Sliding Door
Driver Side Sliding Door

CONTRACTOR: UNION LEASING, INC.
LOT III: 425 N. Martingale Rd., Suite 1250
ITEM 1: Schaumburg, IL 60173

CONTACT: Mr. Fred Bulterman
PHONE #: 877/425-1515, Ext. 243
847/330-6243
FAX #: 847/330-6245

FEDERAL ID #: 366101933
CONTRACT #: PC62753

DELIVERY: 90 Days A/R/O

(continued)

LOT III:

ITEM NO. 1:

CATEGORY - 7-PASSENGER VAN:

Integral cab-van w/sedan type front doors and driver and passenger sliding curbside doors, glass all around and full headliner.

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 6 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, front air conditioning, carpet floor covering, cloth seating and ABS brakes.

Make & Model: Chrysler Town and Country (RSYH52)

*Monthly Lease Rate/36 Month : \$296.36

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

6 Cylinder Engine

AM/FM Radio w/Clock

Compact Disc

Air Conditioning (Front Only)

Tinted Glass

Rear Window Defroster

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Body Side Moldings

Dual Outside Mirrors

CONTRACTOR: HOSELTON CHRYSLER, INC.

LOT III: 50 Marsh Road

ITEM 1: East Rochester, NY 14445

CONTACT: Ms. Christina Knopp

PHONE #: 888/840-0456

585/586-7373, Ext. 2307

FAX #: 585/784-8481

FEDERAL ID #: 160981925

CONTRACT #: PC62751

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 2:

CATEGORY - 8-PASSENGER VAN (All Wheel Drive):

Integral cab-van w/sedan type front doors and sliding curbside door, glass all around and full headliner.

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 8 cylinder engine, automatic transmission, power brakes, power steering, driver and front passenger airbags, front air conditioning, carpet floor covering, cloth seating and ABS brakes.

Make & Model: GMC Savana AWD (TH13406)

*Monthly Lease Rate/36 Month : \$467.00

Price additional, for delivery directly to ordering Agency: \$175.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$75.00/month

Price additional for excess mileage (60,000 mile package): \$.10/mile

Price additional for excess mileage (90,000 mile package): \$.10/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

AM/FM Radio w/Clock

Air Conditioning (Front & Rear)

Tinted Glass

Rear Window Defroster

Full Size Spare Tire & Wheel

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Dual Outside Mirrors

Daytime Running Lights

Carpeted Floor Covering (Full)

CONTRACTOR: ARI FLEET LT
LOT III: 9000 Midlantic Drive
ITEM 2: Mt. Laurel, NJ 08054

CONTACT: Ms. Dana Woolley
PHONE #: 800/222-0993, Ext. 7434
856/439-7434
FAX #: 856/608-7160

FEDERAL ID #: 223590655
CONTRACT #: PC62749

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 3:

CATEGORY - 12-PASSENGER VAN:

Integral cab-van w/sedan type front doors and sliding curbside door, glass all around and full headliner.

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission (non-slip differential), power brakes, power steering, driver and front passenger airbags, air conditioning and ABS brakes.

Make & Model: Chevrolet Express 2500 (CG23406)

*Monthly Lease Rate/36 Month : \$337.79

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine	4-Wheel ABS Brakes
Automatic Transmission	Windshield Wiper/Washer
w/Non-Slip Differential	Intermittent
AM/FM Stereo Radio w/Clock	Dual Outside Mirrors
Rear Auxiliary Heater	Daytime Running Lights
Air Conditioning (Front and Rear)	Full Size Spare Tire & Wheel
Tinted Glass	

CONTRACTOR: HOSELTON CHEVROLET, INC.
LOT III: 909 Fairport Road
ITEM 3: East Rochester, NY 14445

CONTACT: Mr. Rick Perry
PHONE #: 888/840-0456
585/586-7373, Ext. 2309
FAX #: 585/784-8481

FEDERAL ID #: 160731157
CONTRACT #: PC62750

DELIVERY: 100 Days A/R/O

(continued)

LOT III:

ITEM NO. 4:

CATEGORY - 15-PASSENGER VAN:

Integral cab-van w/sedan type front doors and sliding curbside door, glass all around and full headliner.

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission (non-slip differential), power brakes, power steering, driver and front passenger airbags, air conditioning and ABS brakes.

Make & Model: Chevrolet Express (CG33706)

*Monthly Lease Rate/36 Month : \$366.78

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine	4-Wheel ABS Brakes
Automatic Transmission	Windshield Wiper/Washer
w/Non-Slip Differential	Intermittent
AM/FM Stereo Radio w/Clock	Dual Outside Mirrors
Air Conditioning (Front and Rear)	Daytime Running Lights
Tinted Glass	Full Size Spare Tire & Wheel
Heater (Front and Rear)	

CONTRACTOR: HOSELTON CHEVROLET, INC.
LOT III: 909 Fairport Road
ITEM 4: East Rochester, NY 14445

CONTACT: Mr. Rick Perry
PHONE #: 888/840-0456
585/586-7373, Ext. 2309
FAX #: 585/784-8481

FEDERAL ID #: 160731157
CONTRACT #: PC62750

DELIVERY: 100 Days A/R/O

(continued)

LOT III:

ITEM NO. 5:

CATEGORY - VAN-CARGO (Compact):

Forward control/integral cab-body type w/sedan doors, aux. passenger seat; rear liftgate door w/window; sliding single (curbside) door.

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, air conditioning and ABS brakes.

Make & Model: Ford Freestar (A54)

*Monthly Lease Rate/36 Month : \$268.45

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$50.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$50.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

6 Cylinder Engine
AM/FM Radio w/Clock
Air Conditioning
Tinted Glass
Rear Window Defroster
4-Wheel ABS Brakes

Windshield Wiper/Washer
Intermittent
Dual Outside Mirrors
Body Side Moldings
Daytime Running Lights

CONTRACTOR: VAN BORTEL FORD
LOT III: 7525 Route 96
ITEM 5: Victor, NY 14565

CONTACT: Ms. Barbara Dodson
PHONE #: 888/826-2678
585/586-7705
FAX #: 585/586-7706

FEDERAL ID #: 161609363
CONTRACT #: PC62754

DELIVERY: 90 Days A/R/O

(continued)

LOT III:

ITEM NO. 6:

CATEGORY - VAN-CARGO:

Forward control/integral cab-body type w/sedan doors, passenger seat; rear double doors w/windows; hinged double doors curbside.

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 8 cylinder engine, automatic transmission (limited non-slip), power brakes, power steering, driver and front passenger airbags, air conditioning and ABS brakes.

Make & Model: Chevrolet Express 2500 Cargo Van (CG23405)

*Monthly Lease Rate/36 Month : \$219.91

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine

AM/FM Radio w/Clock

Air Conditioning

Tinted Glass

Full Size Spare Tire & Wheel

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Dual Outside Mirrors

Daytime Running Lights

CONTRACTOR: HOSELTON CHEVROLET, INC.

LOT III: 909 Fairport Road

ITEM 6: East Rochester, NY 14445

CONTACT: Mr. Rick Perry

PHONE #: 888/840-0456

585/586-7373, Ext. 2309

FAX #: 585/784-8481

FEDERAL ID #: 160731157

CONTRACT #: PC62750

DELIVERY: 100 Days A/R/O

(continued)

LOT III:

ITEM NO. 7:

CATEGORY - REGULAR CAB LIGHT DUTY PICKUP TRUCK COMPACT (4 X 2):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 4 cylinder engine, automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Chevy Colorado LS (CS15403)

*Monthly Lease Rate/36 Month : \$229.00

Price additional, for delivery directly to ordering Agency: \$150.00

Price additional per month for portable hand controls: \$30.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.12/mile

Price additional for excess mileage (90,000 mile package): \$.12/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

AM/FM Radio w/Clock
Air Conditioning
Tinted Glass

4-Wheel ABS Brakes
Windshield Wiper/Washer
Intermittent
Daytime Running Lights

CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP
LOT III: d/b/a MERCHANTS LEASING
ITEM 7: 1278 Hooksett Rd.
Hooksett, NH 03106

CONTACT: Mr. Gregory McIntyre
PHONE #: 800/391-1576
571/261-3500
FAX #: 703/753-7131

FEDERAL ID #: 020270756
CONTRACT #: PC62752

DELIVERY: 90 Days A/R/O

(continued)

LOT III:

ITEM NO. 7:

CATEGORY - REGULAR CAB LIGHT DUTY PICKUP TRUCK COMPACT (4 X 2):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus 4 cylinder engine, automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Ford Ranger XL (R10)

*Monthly Lease Rate/36 Month : \$251.00

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$40.00

Price additional for excess mileage (60,000 mile package): \$.30/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

AM/FM Radio w/Clock

Air Conditioning

Tinted Glass

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

CONTRACTOR: ALBANY DODGE LEASING CORP.

LOT III: 770 Central Avenue

ITEM 7: Albany, NY 12206

CONTACT: Mr. Bob Kemmer

PHONE #: 518/438-8116

FAX #: 518/482-2666

FEDERAL ID #: 141488220

CONTRACT #: PC62747

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 8:

CATEGORY - REGULAR CAB ONE HALF TON PICKUP TRUCK, FULL SIZE, LONG BED (4 X 2):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Ford Ranger F-150 XL (F12)

*Monthly Lease Rate/36 Month : \$303.00

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$40.00

Price additional for excess mileage (60,000 mile package): \$.35/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

AM/FM Stereo Radio w/Clock

Air Conditioning

Tinted Glass

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Automatic Transmission

Dual Outside Mirrors

CONTRACTOR: ALBANY DODGE LEASING CORP.

LOT III: 770 Central Avenue

ITEM 8: Albany, NY 12206

CONTACT: Mr. Bob Kemmer

PHONE #: 518/438-8116

FAX #: 518/482-2666

FEDERAL ID #: 141485220

CONTRACT #: PC62747

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 8:

CATEGORY - REGULAR CAB ONE HALF TON PICKUP TRUCK, FULL SIZE, LONG BED (4 X 2):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Dodge Ram 1500 ST (DR1L62)

*Monthly Lease Rate/36 Month : \$303.00

Price additional, for delivery directly to ordering Agency: \$175.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$75.00/month

Price additional for excess mileage (60,000 mile package): \$.10/mile

Price additional for excess mileage (90,000 mile package): \$.10/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

AM/FM Stereo Radio w/Clock
Air Conditioning
Tinted Glass

4-Wheel ABS Brakes
Windshield Wiper/Washer
Intermittent
Automatic Transmission
Dual Outside Mirrors
Daytime Running Lights
Full Size Spare Tire and Wheel

CONTRACTOR: ARI FLEET LT
LOT III: 9000 Midlantic Drive
ITEM 8: Mt. Laurel, NJ 08054

CONTACT: Ms. Dana Woolley
PHONE #: 800/222-0993, Ext. 7434
856/439-7434
FAX #: 856/608-7160

FEDERAL ID #: 223590655
CONTRACT #: PC62749

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 9:

CATEGORY - REGULAR CAB ONE HALF TON PICKUP TRUCK, FULL SIZE, LONG BED (4 X 4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Ford F150 Reg. Cab XL (F14)

*Monthly Lease Rate/36 Month : \$319.00

Price additional, for delivery directly to ordering Agency: \$200.00

Price additional per month for portable hand controls: \$85.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$100.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine

AM/FM Stereo Radio w/Clock

Air Conditioning

Tinted Glass

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Automatic Transmission

Dual Outside Mirrors

Full Size Spare Tire and Wheel

CONTRACTOR: ACME AUTO LEASING, LLC

LOT III: 440 Washington Avenue

ITEM 9: North Haven, CT 06473

CONTACT: Ms. Karrie-Linn Velms

PHONE #: 800/242-7767, Ext. 18

203/234-6850, Ext. 18

FAX #: 203/234-6858

FEDERAL ID #: 061425257

CONTRACT #: PC62746

DELIVERY: 90 Days A/R/O

(continued)

LOT III:

ITEM NO. 9:

CATEGORY - REGULAR CAB ONE HALF TON PICKUP TRUCK, FULL SIZE, LONG BED (4 X 4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Dodge Ram 1500 (DR6L62)

*Monthly Lease Rate/36 Month : \$336.00

Price additional, for delivery directly to ordering Agency: \$175.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$75.00/month

Price additional for excess mileage (60,000 mile package): \$.10/mile

Price additional for excess mileage (90,000 mile package): \$.10/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine
AM/FM Stereo Radio w/Clock
Air Conditioning
Tinted Glass

4-Wheel ABS Brakes
Windshield Wiper/Washer
Intermittent
Automatic Transmission
Dual Outside Mirrors
Daytime Running Lights
Full Size Spare Tire and Wheel

CONTRACTOR: ARI FLEET LT
LOT III: 9000 Midlantic Drive
ITEM 9: Mt. Laurel, NJ 08054

CONTACT: Ms. Dana Woolley
PHONE #: 800/222-0993, Ext. 7434
856/439-7434
FAX #: 856/608-7160

FEDERAL ID #: 223590655
CONTRACT #: PC62749

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 10:

CATEGORY - REGULAR CAB THREE QUARTER TON PICKUP TRUCK, FULL SIZE, LONG BED (4 X 2):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Ford F250 XL (F20)

*Monthly Lease Rate/36 Month : \$330.13

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$50.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$50.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine
AM/FM Stereo Radio w/Clock
Air Conditioning
Tinted Glass
Compact Disc

4-Wheel ABS Brakes
Windshield Wiper/Washer
Intermittent
Automatic Transmission
Dual Outside Mirrors
Daytime Running Lights
Full Size Spare Tire and Wheel

CONTRACTOR: VAN BORTEL FORD
LOT III: 7525 Route 96
ITEM 10: Victor, NY 14564

CONTACT: Ms. Barbara Dodson
PHONE #: 888/826-2678
585/586-7705
FAX #: 585/586-7706

FEDERAL ID #: 161609363
CONTRACT #: PC62754

DELIVERY: 90 Days A/R/O

(continued)

LOT III:

ITEM NO. 10:

CATEGORY - REGULAR CAB THREE QUARTER TON PICKUP TRUCK, FULL SIZE, LONG BED (4 X 2):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Dodge Ram 2500 (DH2L62)

*Monthly Lease Rate/36 Month : \$336.00

Price additional, for delivery directly to ordering Agency: \$175.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$75.00/month

Price additional for excess mileage (60,000 mile package): \$.10/mile

Price additional for excess mileage (90,000 mile package): \$.10/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine
AM/FM Stereo Radio w/Clock
Air Conditioning
Tinted Glass

4-Wheel ABS Brakes
Windshield Wiper/Washer
Intermittent
Automatic Transmission
Dual Outside Mirrors
Daytime Running Lights
Full Size Spare Tire and Wheel

CONTRACTOR: ARI FLEET LT
LOT III: 9000 Midlantic Drive
ITEM 10: Mt. Laurel, NJ 08054

CONTACT: Ms. Dana Woolley
PHONE #: 800/222-0993, Ext. 7434
845/439-7434
FAX #: 856/608-7160

FEDERAL ID #: 223590655
CONTRACT #: PC62749

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 11:

CATEGORY - REGULAR CAB THREE QUARTER TON PICKUP TRUCK, FULL SIZE, LONG BED (4 X 4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Dodge Ram 2500 ST (4x4) (DH7L62)

*Monthly Lease Rate/36 Month : \$349.00

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$25.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$50.00/month

Price additional for excess mileage (60,000 mile package): \$.12/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine	4-Wheel ABS Brakes
AM/FM Stereo Radio w/Clock and CD	Windshield Wiper/Washer
Air Conditioning	Intermittent
Tinted Glass	Automatic Transmission
	Dual Outside Mirrors
	Full Size Spare Tire and Wheel

CONTRACTOR: ALLSTATE LEASING, INC.
LOT III: 9428 Reisterstown Rd.
ITEM 11: Owings Mills, MD 21117

CONTACT: Mr. Brent Baron
PHONE #: 800/223-4885
410/363-6500
FAX #: 410/363-9532

FEDERAL ID #: 520903580
CONTRACT #: PC62748

DELIVERY: 60 Days A/R/O

(continued)

LOT III:

ITEM NO. 11:

CATEGORY - REGULAR CAB THREE QUARTER TON PICKUP TRUCK, FULL SIZE, LONG BED (4 X 4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, air conditioning, and ABS brakes.

Make & Model: Ford F250 XL 4x4 (F21)

*Monthly Lease Rate/36 Month : \$354.00

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$35.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$160.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine

AM/FM Stereo Radio w/Clock

Air Conditioning

Tinted Glass

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Automatic Transmission

Dual Outside Mirrors

Full Size Spare Tire and Wheel

CONTRACTOR: UNION LEASING, INC.
LOT III: 425 N. Martingale Rd., Suite 1250
ITEM 11: Schaumburg, IL 60173

CONTACT: Mr. Fred Bulterman
PHONE #: 877/425-1515, Ext. 243
847/330-6243
FAX #: 847/330-6245

FEDERAL ID #: 366101933
CONTRACT #: PC62753

DELIVERY: 90 Days A/R/O

(continued)

LOT III:

ITEM NO. 12:

CATEGORY - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, 5 PASSENGER (4X4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, ABS brakes, carpeted floor covering (full), full headliner, rear window defroster, air conditioning and cloth seats.

Make & Model: Jeep Liberty Sport 4x4 (KJH74)

*Monthly Lease Rate/36 Month : \$287.97

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

6 Cylinder Engine

AM/FM Stereo Radio w/Clock

Air Conditioning

Tinted Glass

Rear Window Defroster

Full Size Spare Tire & Wheel

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Body Side Moldings

Dual Outside Mirrors

Carpeted Floor Covering (Full)

CONTRACTOR: HOSELTON CHRYSLER, INC.

LOT III: 50 Marsh Road

ITEM 12: East Rochester, NY 14445

CONTACT: Ms. Christina Knopp

PHONE #: 888/840-0456

585/586-7373, Ext. 2307

FAX #: 585/784-8481

FEDERAL ID #: 160981925

CONTRACT #: PC62751

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 13:

CATEGORY - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, COMPACT, 5 PASSENGER (4 X 4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, ABS brakes, 6 cylinder engine, carpeted floor covering (full), full headliner, rear window defroster, air conditioning and cloth seating.

Make & Model: Jeep Grand Cherokee Laredo 4x4 (WKJH74)

*Monthly Lease Rate/36 Month : \$327.88

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

6 Cylinder Engine

AM/FM Stereo Radio w/Clock

Air Conditioning

Tinted Glass

Rear Window Defroster

Full Size Spare Tire & Wheel

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Body Side Moldings

Dual Outside Mirrors

Carpeted Floor Covering (Full)

CONTRACTOR: HOSELTON CHRYSLER, INC.

LOT III: 50 Marsh Road

ITEM 13: East Rochester, NY 14445

CONTACT: Ms. Christina Knopp

PHONE #: 888/840-0456

585/586-7373, Ext. 2307

FAX #: 585/784-8481

FEDERAL ID #: 160981925

CONTRACT #: PC62751

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 13:

CATEGORY - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, COMPACT, 5 PASSENGER (4 X 4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, ABS brakes, 6 cylinder engine, carpeted floor covering (full), full headliner, rear window defroster, air conditioning and cloth seating.

Make & Model: Chevrolet Trailblazer LS 4x4 (CT15506)

*Monthly Lease Rate/36 Month : \$382.26

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

6 Cylinder Engine

AM/FM Stereo Radio w/Clock

Air Conditioning

Tinted Glass

Rear Window Defroster

Full Size Spare Tire & Wheel

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Body Side Moldings

Dual Outside Mirrors

Daytime Running Lights

Carpeted Floor Covering (Full)

CONTRACTOR: HOSELTON CHEVROLET, INC.

LOT III: 909 Fairport Road

ITEM 13: East Rochester, NY 14445

CONTACT: Mr. Rick Perry

PHONE #: 888/840-0456

585/586-7373, Ext. 2309

FAX #: 585/784-8481

FEDERAL ID #: 160731157

CONTRACT #: PC62750

DELIVERY: 100 Days A/R/O

(continued)

LOT III:

ITEM NO. 14:

CATEGORY - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, COMPACT, 5 PASSENGER (4 X 4) (AWD):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, ABS brakes, 6 cylinder engine, carpeted floor covering (full), full headliner, rear window defroster, air conditioning and cloth seating.

Make & Model: Pontiac Torrent (2LG26)

*Monthly Lease Rate/36 Month : \$349.00

Price additional, for delivery directly to ordering Agency: \$150.00

Price additional per month for portable hand controls: \$30.00

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.12/mile

Price additional for excess mileage (90,000 mile package): \$.12/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

6 Cylinder Engine

AM/FM Stereo Radio w/Clock

Air Conditioning

Tinted Glass

Rear Window Defroster

4-Wheel ABS Brakes

Windshield Wiper/Washer

Intermittent

Body Side Moldings

Dual Outside Mirrors

Daytime Running Lights

Carpeted Floor Covering (Full)

Floor Mats

CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP

LOT III: d/b/a MERCHANTS LEASING

ITEM 14: 1278 Hooksett Road
Hooksett, NH 03106

FEDERAL ID #: 020270756

CONTRACT #: PC62752

CONTACT: Mr. Gregory McIntyre

PHONE #: 800/391-1576

571/261-3500

FAX #: 703/753-7131

DELIVERY: 90 Days A/R/O

(continued)

LOT III:

ITEM NO. 15:

CATEGORY - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, MID-SIZE, 6 PASSENGER (4 X 4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power steering, power brakes, driver and front passenger airbags, ABS brakes, carpeted floor covering (full), full headliner, rear window defroster, air conditioning and cloth seating.

Make & Model: Jeep Commander 4x4 (XKJH74)

*Monthly Lease Rate/36 Month : \$367.61

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$85.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

8 Cylinder Engine	4-Wheel ABS Brakes
AM/FM Stereo Radio w/Clock	Windshield Wiper/Washer
Compact Disc	Intermittent
Air Conditioning (Front)	Body Side Moldings
Tinted Glass	Dual Outside Mirrors
Rear Window Defroster	Carpeted Floor Covering (Full)
Full Size Spare Tire & Wheel	

CONTRACTOR: HOSELTON CHRYSLER, INC.
LOT III: 50 Marsh Road
ITEM 15: East Rochester, NY 14445

CONTACT: Ms. Christina Knopp
PHONE #: 888/840-0456
585/586-7373, Ext. 2307
FAX #: 585/784-8481

FEDERAL ID #: 160981925
CONTRACT #: PC62751

DELIVERY: 120 Days A/R/O

(continued)

LOT III:

ITEM NO. 16:

CATEGORY - FOUR DOOR UTILITY VEHICLE, FULL SIZE (9 PASSENGER) (4 X 4):

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for this vehicle, plus automatic transmission, power brakes, power steering, driver and front passenger airbags, ABS brakes, 8 cylinder engine, carpeted floor covering (full), full headliner, rear window defroster, front & rear air conditioning and cloth seating.

Make & Model: Chevrolet Suburban LS 1500 4x4 (CK10906)

*Monthly Lease Rate/36 Month : \$533.02

Price additional, for delivery directly to ordering Agency: See "Delivery Allowance Schedule"

Price additional per month for portable hand controls: \$48.75

Price additional PER MONTH for an additional mileage package allowing for 30,000 miles a year (90,000 miles total for the 36 month term of the lease): \$100.00/month

Price additional for excess mileage (60,000 mile package): \$.15/mile

Price additional for excess mileage (90,000 mile package): \$.15/mile

***PRICE INCLUDES THESE ADDITIONAL FEATURES:**

Full Size Spare Tire & Wheel	4-Wheel ABS Brakes
AM/FM Stereo Radio w/Clock	Windshield Wiper/Washer
Compact Disc	Intermittent
Rear Window Defroster	Body Side Moldings
Air Conditioning (Front & Rear)	Dual Outside Mirrors
Tinted Glass	Daytime Running Lights
9 Passenger Seating	Carpeted Floor Covering (Full)
	Floor Mats

CONTRACTOR: HOSELTON CHEVROLET, INC.

LOT III: 909 Fairport Road

ITEM 16: East Rochester, NY 14445

CONTACT: Mr. Rick Perry

PHONE #: 888/840-0456

585/586-7373, Ext. 2309

FAX #: 585/784-8481

FEDERAL ID #: 160731157

CONTRACT #: PC62750

DELIVERY: 100 Days A/R/O

(continued)

EARLY TERMINATION OF LEASE:

In the event of early termination of the lease, the lessee may be responsible for the payment of reasonable additional fees in accordance with contractor's standard fee schedule subject to the approval of the Office of General Services.

Acme Auto Leasing, LLC - Early Termination Terms

Lessee may terminate the lease by notifying the Lessor at any time after making twelve (12) monthly rental payments therein of their intentions to terminate upon thirty (30) days prior written notice (certified mail) to the Lessor. The Lessee is responsible for returning the vehicle to the Lessor's place of business.

On the date of termination, the Lessee shall be responsible for the following:

1. Any outstanding payments or payments through the date of termination which will bring the account to a current status.
2. Any excess mileage prorated to the date of early termination and in accordance with the mileage allowance of the contract.
3. All remaining lease payments to the end of the 36 month lease.
4. Any charges for excess wear and tear and damage attributed from abuse or neglect.

The Lessee is not released from the terms and conditions of said lease until all requirements of these terms have been met.

Albany Dodge - Early Termination Terms

Lessee may terminate this lease with respect to any vehicle at any time after six (6) months from the date of delivery of the same by giving Lessor thirty (30) days notice in writing, provided that Lessee shall bear any loss which results from final disposition of the vehicle. The loss on any final disposition shall be the difference between the highest available wholesale cash offer received and the Depreciated Value as specified in Lessee's Order, plus the product of the Premature Termination Factor times the number of months from the effective date of termination to the end of the lease term, plus the unamortized portion of any annual prepaid license fees, applicable taxes, or insurance paid by Lessor.

When a vehicle is returned to the Lessor upon such Premature Termination, Lessor shall promptly obtain the highest available cash offer at wholesale for the vehicle and notify Lessee in writing of any loss computed pursuant to this paragraph. Lessee will notify Lessor in writing within five (5) business days thereafter whether it will bear such loss or will otherwise arrange for the immediate sale of the vehicle in order to obtain the Termination Value thereof for the Lessor. If Lessee fails to make any election within five (5) business days of receipt of such notice, Lessor is authorized to accept such offer. All payments due Lessor as a result of any termination shall be due within five (5) business days after the amount of the payment is ascertained.

If the vehicle is lost or stolen or so damaged that it cannot, in Lessor's judgement, be economically repaired, the lease shall terminate effective thirty (30) days from the date of notice by Lessee to Lessor of the loss, theft or damage. Lessee shall pay Lessor the Termination Value of such vehicle computed as provided in this paragraph on the effective date of termination, less the proceeds from any insurance settlement paid to the Lessor.

If the actual value of the vehicle is equal to or greater than the premature termination value of the vehicle, as determined in accordance with the provisions of this paragraph, the Lessee may have no further liability under this lease except for other charges already incurred. Lessee has no right to any surplus on the sale of the vehicle, unless otherwise required by law.

(continued)

EARLY TERMINATION OF LEASE: (Cont'd)

Allstate leasing, Inc. - Early Termination Terms

Lessee may terminate the lease by notifying Lessor at any time after making twelve (12) monthly rental payments therein of their intentions to terminate upon thirty (30) days prior written notice (certified mail) to the Lessor.

The Lessee is responsible for returning the vehicle(s) to the Lessor's place of business, or a mutually agreed upon location.

On the date of termination, the Lessee shall be responsible for the following:

1. Any outstanding payments through the date of termination which will bring the account to a current status.
2. Any excess mileage prorated to the date of early termination and in accordance with the mileage allowance of the contract.
3. A sum equal to the lesser of the remaining monthly payments or nine (9) monthly payments.
4. Any charges for excess wear and tear as per the terms of the contract.

The Lessee will not be released from the terms and conditions of said lease until all the requirements of this paragraph have been met.

ARI Fleet LT - Early Termination Terms

1. Early termination penalty is all remaining rentals due to the end of the 36-month lease term.

Hoselton Chevrolet, Inc. & Hoselton Chrysler, Inc. - Early Termination Terms

- (a) General: Lessor shall have the right to recover from the Lessee any and all amounts which, under the terms of this Lease, may then be due or which may have accrued to the date of such termination and all expenses including reasonable attorneys' fees, as shall be expended or incurred in the seizure, storage, rental or sale of the Vehicle or in the enforcement of any right or privilege hereunder or in any consultation or action with respect to the same.
- (b) Closed-End Lease: In the case of a Closed-End Lease, Lessor shall also have the right to recover forthwith from the Lessee as damages for the loss of the bargain and not as a penalty and in lieu of any further claim for periodic rent accruing from and after the date of such termination, a sum, with respect to the Vehicle which represents, at the date of such termination, sixty percent (60%) of all periodic rents for the Vehicle which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease.

Merchants Automotive Group, d/b/a Merchants Leasing - Early Termination Terms

Lessee may terminate this lease by notifying the Lessor at any time after making six (6) monthly rental payments thereon of his intentions to terminate upon thirty (30) days prior written notice (certified mail, return receipt requested) to the Lessor. Prior to the proposed termination date, the Lessee shall return the vehicle to the Lessor's place of business.

(continued)

EARLY TERMINATION OF LEASE: (Cont'd)

Merchants Automotive Group, d/b/a Merchants Leasing - Early Termination Terms (Cont'd)

On the date of said termination, the Lessee shall be liable for the following:

1. All rent due the Lessor up to the proposed terminated date, or the date the Lessee returns the vehicle, whichever is later; and
2. Mileage on the leased vehicle as pro rated in accordance with the mileage allowance as set forth in the contract; and
3. One half of the total of the monthly rental which would have become due if the vehicle had been retained by the Lessee for the full term.

All payments due the Lessor under this paragraph shall be paid by the Lessee at such time as the vehicle is returned to the Lessor. Lessee shall not be deemed to have exercised its right to terminate prior to the expiration of the term of this lease unless and until all requirements of this paragraph have been fulfilled.

Union Leasing, Inc. - Early Termination Terms

Lessee may terminate the lease by notifying Lessor at any time after making twelve (12) monthly rental payments therein of their intentions to terminate upon thirty (30) days prior written notice (certified mail) to the Lessor. The Lessee is responsible for returning the vehicle(s) to the Lessor's place of business, or a mutually agreed upon location.

On the date of termination, the Lessee shall be responsible for the following:

1. Any outstanding payments through the date of termination which will bring the account to a current status.
2. Any excess mileage prorated to the date of early termination and in accordance with the mileage allowance of the contract.
3. All remaining lease payments to the end of the thirty six (36) month lease term.
4. Any charges for excess wear and tear as per the terms of the contract.

The Lessee will not be released from the terms and conditions of said lease until all the requirements of this paragraph have been met.

Van Bortel Ford, Inc. - Early Lease Termination Requirements

The Lessee may terminate the agreement after making 12 monthly rental payments. Notification of termination must be sent to Lessor by certified mail return receipt requested thirty (30) days prior to their intended termination date. Lessee will be responsible for returning early terminated vehicle to Lessor's place of business or a mutually agreed upon location.

The lessee will be responsible for the following:

1. All rent due to Lessor up to the proposed termination date, or the date the vehicle is actually returned to Lessor, whichever is later.
2. Any mileage charges that may be applicable to the leased vehicle pro rated in accordance with the mileage allowance set forth in contract.
3. Any charges associated with excess wear and tear attributed to abuse and neglect of vehicle as per terms of this contract.

(continued)

EARLY TERMINATION OF LEASE: (Cont'd)

Van Bortel Ford, Inc. - Early Lease Termination Requirements (Cont'd)

4. Seventy-five percent (75%) of all remaining rental payments which would have become due if lessee had retained the vehicle for the full term of the agreement.

The Lessee will not be released from contract until all above conditions are met. All money's owed to Lessor will be paid upon return of leased vehicle. Vehicle will not be considered returned until all outstanding money's are paid in full.

Lessor shall have the right to recover from lessee any and all amounts including attorney's fees, storage, seizure, rental or sale of leased vehicle, or in the enforcement of any right or privilege or in any consultation or action with respect to same.

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

TRANSACTIONS INVOLVING LEASES AND/OR RENTALS:

State Agencies are required to obtain prior approval from the Office of the State Comptroller for all transactions involving leases/rentals that exceed their discretionary buying limits pursuant to the Comptroller's Procurement and Disbursement Guidelines G-80, G-80A and G-80B.

(continued)

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

DELIVERY:

General - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). Time is of the essence in regard to the delivery of vehicles. Product will be required as soon as possible by an agency issuing a purchase order.

Purchase Order Instructions - Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group. (SEE ALSO SEPARATE CLAUSE ON "PURCHASE ORDERS AND INVOICES".)

Expansion of Delivery Points - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts" and "Extension of Use" clauses incorporated herein.

Delivery Condition - Vehicle must be delivered strictly in accordance with specifications and shall be "Ready for Use", and/or as requested by the purchaser. If vehicle is delivered with deviations or improper servicing, the contractor must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays, and holidays) after receipt of written notification from the agency and/or the Office of General Services. Otherwise, the purchasing agency may have the corrections made at contractor's expense.

Delivery Certification - Contractor shall secure a signed receipt from agency certifying to delivery of vehicle. In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

(continued)

DELIVERY: (Cont'd)

Shipping Dates And Delivery Time -

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.
- Contractor shall provide ordering agency with anticipated shipping date of completed vehicle with written acknowledgement of order.
- Contractor shall furnish the agency with written acknowledgement of the shipping date at least two weeks prior to shipment.
- If shipment will not be made within the delivery time, the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the vehicle will be shipped. Should the delay not be acceptable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.
- All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

CONTRACT PERIOD (All Lots):

The contract shall commence on the issuance of the Award and shall terminate on the manufacturer's build-out date for the model/s under contract, or March 31, 2007, whichever comes first. After March 31, 2007, the State reserves the right to extend the contract to coincide with manufacturer's build-out date/s. The contract shall be for the leasing of vehicles for the 2007 model year. Notwithstanding the expiration of the contract period, the provisions of this contract shall continue in full force and effect as to each vehicle leased hereunder, so long as such vehicle is retained by the entity as lessees.

The contractor shall notify the New York State Office of General Services, Procurement Services Group, in writing at least two weeks prior to build-out date/s.

CANCELLATION FOR NON-PERFORMANCE:

The State reserves the right to cancel the contract upon thirty (30) days written notice for non-performance of the requirements of the contract.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

Where accessories are to be supplied, they must be compatible with the rest of the product.

In addition to all requirements of the New York State Lemon Law, each new vehicle shall be subject to the manufacturer's standard warranty for new vehicles delivered. The State agrees that all warranties are provided by Manufacturer. Service for all warranties shall be obtained directly through the manufacturer's authorized dealers. Contractor shall be responsible for resolving any warranty disputes between lessee and Manufacturer.

(continued)

GENERAL REQUIREMENTS: (Cont'd)

2. (Cont'd)

The ordering agency's representative shall inspect the vehicle prior to removal from the dealer's lot. The State's acceptance of the vehicle shall not be binding as to any latent defects not discoverable through physical inspection of the vehicle. The inspection shall include a review of the ordering agency's vehicle specifications as provided in the purchase order against those listed in the vehicle's window sticker. In the event vehicle does not contain all of the requested specifications, the ordering entity may reject the order or negotiate with contractor a reasonable adjustment to the list price provided that contractor is notified within 60 days of inspection of such specification non-conformance.

3. New York State Department of Motor Vehicle Inspection: The contractor shall be responsible for obtaining and paying for all NYS Inspections. The inspection sticker must be on the windshield at the time of delivery. In the event that a vehicle is delivered uninspected, \$100 will be deducted from the invoice by the agency to cover the cost of the inspection and to compensate for time.
4. Contractor shall notify the State in writing of any vehicle build-out or other conditions affecting contractor's ability to fulfill the quantities estimated or actually ordered.
5. Each lease shall be for the term of thirty-six (36) months from the time that the vehicle is delivered and accepted.
6. State Agencies retain the right to re-register vehicles, alter vehicles or assign new plates to vehicles. They will return any vehicle altered to its original condition prior to returning the vehicle to the Contractor. For Lot II vehicles, the contractor shall provide a Manufacturer's Statement of Origin (MSO) and a New York State Department of Motor Vehicles Certificate of Sale (MV50 Form) to the ordering agency for each vehicle. These documents will be returned to the contractor upon the termination of the lease.
7. The entities agree to maintain all vehicles in accordance with manufacturers' suggestions.
8. State Agencies have a self-insurance program. Authorized users will be responsible for providing the necessary insurance. The General Liability exposures of the State of New York as well as those of the State Agencies are self-retained. Suits for bodily injury and property damage are brought in the New York State Court of Claims which is supported by a multi-million dollar annual appropriation.

EXCESS MILEAGE:

It is anticipated that the annual vehicle usage will be approximately 20,000 miles, or 60,000 miles over 3 years. Contractor has stipulated the price per mile over 60,000 miles, on the price page.

DEFAULT OF LESSEE:

In the event lessee defaults in the payment of any lease fees, and should such default continue for a period of sixty (60) days following receipt by the lessee and OGS in writing of such default, Contractor may repossess the vehicle of the defaulting entity and thereupon terminate the lease and any rights, title or interest of lessee to such vehicle. The defaulting entity shall be responsible for the payment of all costs and expenses, including reasonable attorney's fees, associated with Contractor's repossession of the vehicle. Contractor shall be responsible for all costs and expenses, including attorney's fees, incurred by the State of New York in the enforcement of its rights and remedies under this provision.

(continued)

OPERATION AND MAINTENANCE:

The Lessee shall keep and maintain each vehicle in proper operating condition. Each entity shall be responsible for the performance of all service maintenance, and repair (except as covered by the basic manufacturer's warranty) required for the continued validation of the vehicle warranty. The Lessee shall furnish all gasoline and oil necessary for the operation of each vehicle according to the manufacturer's specification. Should warranty service be required, the entity will have primary responsibility to seek and obtain the necessary work. In situations where the above is not provided to their satisfaction, it shall be the Contractor's responsibility to resolve with manufacturer.

Upon termination of the lease, Lessees may be responsible for additional charges based upon poor mechanical conditions of vehicles returned resulting from misuse or the negligent operation of the vehicle.

CLOSED-END LEASE:

The responsibility of the entity to the Contractor will include the payment of a firm fixed monthly lease charge for each vehicle with set mileage with no adjustment for variation in actual depreciation. Upon termination or expiration of each individual leasing agreement, the entity will return the vehicle(s) to the Contractor in such condition as defined in the "Return of Vehicles" or "Early Termination of Lease" clauses.

SCHEDULE OF LEASE PAYMENTS:

Lessor may provide in accordance with its normal practice a summary of information pertaining to the Lease Vehicle including such information as the Lease Term, the make, model, year and VIN number of the vehicle and the residual value of the Lease Vehicle. In no event will any of the terms or conditions of this Agreement be diminished or otherwise modified by Lessor's standard supplement or schedule.

ACCEPTANCE AND BASIC WARRANTY:

Acceptance shall be deemed to occur on the date of delivery to the Authorized User unless Lessor is notified of non-acceptance within five (5) business days of the date the vehicle is delivered (hereinafter "Acceptance Date").

The manufacturer's standard warranty period for all coverage shall begin on the Acceptance Date. All warranty service shall be provided either directly by manufacturer or by through its authorized to service providers for electric vehicles.

VEHICLE LEASE BILLING AND PAYMENTS:

- (a) Upon the submission of invoices or vouchers, the entity shall pay for each vehicle at the rate(s) contracted for as a result of this bid solicitation. Invoice shall be mailed by the Contractor to the individual entity indicated on each delivery order.
- (b) Payment shall accrue from the date each vehicle is delivered to and accepted by the entity, and shall continue until the expiration of the contract term or the termination of this contract. However, payment shall accrue only for the period that each vehicle is in the possession of the entity.
- (c) Payment shall not accrue for any vehicle that the entity determines does not comply with the terms and conditions of the contract, until such time as the requirement of this solicitation are met, or the vehicle is replaced or the defect is corrected.
- (d) Payment stated in monthly terms shall be prorated on the basis of 1/30th of the monthly rate for each day the vehicle is in the entity's possession. Since a mileage provision is part of the subsequent contract award, the entity shall pay as prescribed in said contract.
- (e) The charges against the contract will be paid by the requiring facility on a monthly basis upon the receipt of a monthly invoice showing (1) vehicle number (or identification number); (2) facility delivery order number, and (3) the month for which each charge contained on the invoice is applicable. The initial invoice must contain the date of the delivery for that vehicle.
- (f) Delivery cost from contractor to ordering agency shall be listed on first month invoice based on "Delivery Allowance Schedule".

(continued)

CONDITION OF LEASED VEHICLES UPON DELIVERY:

Each vehicle furnished under this contract shall be new, latest model, of good quality and in safe operating condition, and shall comply with the Federal Motor Vehicle Safety Standards (49 CFR 571) and state safety regulations applicable to the vehicle. All vehicles furnished shall have less than 100 miles on the odometer.

All vehicles (gasoline powered) shall have at least 1/4 tank of fuel upon delivery. The entity shall accept or reject the vehicles promptly after delivery. If the entity determines that any vehicle furnished is not in compliance with agreed to conditions of lease, the entity shall promptly inform the Contractor in writing of its findings.

If the Contractor fails to replace the vehicle or correct the defects as required, the entity may (a) by contract or otherwise, correct the defect or (b) arrange for the lease of a similar vehicle and shall charge or set off against the Contractor any costs incurred.

MARKING OF LEASED VEHICLES:

The entity may place nonpermanent markings or decals as appropriate, identifying the using facility or New York State, on any vehicle leased under this contract. No name other than the manufacturer shall appear on the vehicle.

Upon return of the vehicle, any markings and/or decals shall be removed by the lessee at the lessee's expense and restored to its original condition less normal wear and tear.

TITLE, REGISTRATION AND INSURANCE OF VEHICLE: (For state agency leasing only):

Vehicles shall be titled to Lessor throughout the term of the lease. Pursuant to the State's Vehicle and Traffic Law, vehicles shall be registered and insured in the name of the Lessee.

Lessor shall bear the costs of titling the vehicles. Lessee shall be responsible for costs associated with registering and insuring the vehicles. Lessor shall retain possession of the Lease Vehicle title.

CERTIFICATE OF TITLE:

Should the Lessor require a change in the Certificate of Title, any costs incurred to implement the change, shall be borne by the lessor in accordance with New York State Vehicle & Traffic Law Section 2125. Fees.(a)(2) and Section 2125.Fees.(c).

LOSS DAMAGE:

(a) The entity shall be responsible for loss of or damage to:

- (1) Leased vehicles, except for (i) normal wear and tear and (ii) loss or damage caused by negligence of the contractor, its agents, or employees; and (iii) product defects.
- (2) Property of third persons, or the injury or death of third persons, to the extent the entity is liable for such loss, damage, injury, or death under the laws of the State of New York.

In the event a Lease Vehicle becomes lost, stolen and not recovered, damaged or destroyed beyond repair, Lessee shall pay Lessor the current depreciated value of such vehicle as established by Lessor provided that the depreciated value is determined by using a method at least as favorable as the Rule of 78s method, plus any outstanding fees or charges including the monthly lease fee for the applicable month in which a vehicle is rendered unserviceable, minus any insurance proceeds Lessor receives from Lessee's insurance carrier. In no event shall the amount due exceed the sale price of the Lease Vehicle.

INDEMNIFICATION:

- (a) The Contractor shall be liable for, and shall indemnify and hold harmless the state against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.
- (b) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (a) of this clause, in amounts of no less than \$1,000,000 combined (bodily injury and property damage) single limit per occurrence.

(continued)

INDEMNIFICATION: (Cont'd)

- (c) Before supplying any vehicles under this contract, the Contractor shall certify to the entity in writing that the required insurance has been obtained. The policies evidencing required insurance, or proof of a self-insurance program, shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the entity shall not be effective (1) for such period as the laws of the State of New York prescribe or (2) until 30 days after written notice to the entity, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the entity by reason of any payment under the policies.
- (d) The Contractor warrants that the contract price includes no cost for insurance or contingency to cover losses, damages, injury, or death for which the entity is responsible under paragraph (a) of this clause.

RETURN OF VEHICLES:

- (a) At least thirty (30) days prior to the expiration or termination of the individual leasing agreements entered into by each entity pursuant to the established contract, the lessee will contact the lessor to determine whether the vehicle should be returned to the same place where delivery was accomplished or to a destination mutually agreeable to both parties.
- (b) The contractor shall be responsible for performing an appraisal as to the condition of each vehicle prior to its removal from the entity custody and shall furnish to the lessee at the time of and completion of the inspection a copy of the appraisal that is signed and dated by both the entity representative and the contractor. The lessee will assume full responsibility for reconditioning the vehicles, excluding normal wear and tear as defined below, at its expense. The lessee will not be responsible for damage not listed on the appraisal report. The entity reserves the right to obtain an independent appraisal, at the discretion of the lessee, to support the contractor's assessment of damages.
- (c) Vehicles will be released to the Contractor for this inspection no later than five (5) days after termination or expiration of the lease for that vehicle. The lessee will be required to surrender the vehicle to the contractor either by delivering to the lessor or having the lessor pick up at the lessee's location no later than ten (10) calendar days after the termination of the lease. **If the contractor fails to pickup the vehicle within stated days, no additional lease payments will be granted.**
- (d) For purposes of this lease, normal wear and tear is defined as those dents, dings, paint chips, scratches, pitted, but not cracked windshields, and interior wear such as soiled carpets and seats normally accrued to a motor vehicle over the period of actual months use in both rural and metropolitan areas. In any event, the lessee liability for reconditioning vehicles acquired as a result of this solicitation and subsequent contract shall be limited to replacement of glass and exterior trim and repair to body damage attributable to collision only, and to interior damage such as cut, torn, burnt materials, as well as mechanical repairs. All tires must be returned with a minimum of 4/32 an inch of tread remaining including the spare tire. Bidders/Contractors are cautioned that the State, by signing the damage estimate, does not acknowledge liability therefore. This only can be accomplished by authorized and warranted State personnel after evaluation and consideration of all factors.

REASSIGNMENT OF VEHICLES:

The entities reserve the right to reassign any vehicle leased under this contract to other facilities. The lessee who is reassigning the vehicle will notify the contractor. This notification will include the agency name and billing address of the subsequent lessee.

ACCIDENTS/THEFTS/VANDALISM:

The lessee will notify the Contractor within three (3) business days of accident/theft/vandalism and will arrange for repairs of accident/vandalism damage, including damage sustained to a stolen vehicle during the period prior to recovery. The Contractor will not be required to provide a replacement vehicle during the period the vehicle is out of service.

(continued)

ACCIDENTS/THEFTS/VANDALISM: (Cont'd)

If the vehicle is damaged beyond repair or not recovered thirty (30) days after the date of theft, the Contractor will be reimbursed the residual value of the vehicle based on the average of the wholesale and retail price as listed in the current monthly edition of the NADA used car book at the time of the theft/accident/vandalism in full satisfaction of any and all liabilities under the contract, provided that the entity's liability to pay the monthly cost shall cease as of the time of the accident/theft/vandalism. The accrued lease cost for the month in which the accident/theft/vandalism occurs shall be determined on a pro-rata monthly basis. The Contractor shall provide the lessee documentation relating to all monies received from the salvage or other disposition of such vehicles.

PAYMENT OF TRAFFIC FINES:

The lessor shall not be responsible for the payment of any fines or charges for traffic violations, parking tickets, towing charges, or any other expenses resulting from the use of the vehicle.

ACT OF GOD:

Vehicles damaged as a result of Act of God, i.e., hail storms, floods, etc., shall be repaired and paid for by the lessee.

OPERATORS MANUAL:

The Contractor shall furnish one operator's manual with each vehicle.

EMISSION CONTROLS:

Vehicles and engines shall comply with the regulations of the Environmental Protection Agency and the State of New York governing Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines in effect on the date of manufacture.

MOTOR VEHICLE REGULATIONS:

Each vehicle delivered shall comply with all applicable laws and regulations of the State of New York and the Federal Government in effect on the date of manufacture.

REBATES:

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

SERVICE:

Service by authorized representatives of the vehicle and equipment manufacturers must be available within New York State. Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a modern, properly equipped service shop in New York State. Service shall include not less than the following:

- Lubrication,
- Wash,
- Engine tune-up,
- Wheel alignment,
- NY State Inspection,
- Body condition,
- and all other checks and adjustments required for proper complete servicing of a new vehicle.

Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and tagging of cooling system. It shall be the contractor's responsibility to insure at that time that all components and accessories specified have been properly installed.

RECALLS:

The contractor must immediately notify the Office of General Services, Procurement Services Group of any recalls pertaining to contract vehicles.

(continued)

STATE'S SELF-INSURANCE:

When either adding or disposing of a leased vehicle, State Agencies Only must provide the following information to:

OGS Bureau of Insurance
36th Floor
Mayor Erastus Corning II Tower
Empire State Plaza
Albany, NY 12242

BILLING CODE: _____

GARAGE LOCATION: _____

EFFECTIVE DATE: _____

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>	<u>SEATING CAPACITY</u>	<u>PLATE NUMBER</u>	<u>INSURANCE CATEGORY</u>
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Any questions concerning the above should be directed to, OGS Bureau of Insurance at 474-4725. This information will enable the leased vehicles to be covered by the State's self-insurance program. It should be noted that this coverage does not include collision damage to the vehicles.

**INSTRUCTIONS FOR CONTRACT USE
FOR STATE AGENCIES ONLY:**

TRANSACTIONS INVOLVING LEASES AND/OR RENTALS:

State Agencies are required to obtain prior approval from the Office of the State Comptroller for all transactions involving leases/rentals that exceed their discretionary buying limits pursuant to the Comptroller's Procurement and Disbursement Guidelines G-80, G-80A and G-80B.

Purchase Order - Issue Standard State purchase order to contractor for specific vehicle category, include all information on purchase order indicated herein (see purchase order clause).

Registration and Titling - Registration and Title of the leased vehicle is the responsibility of the leasing State Agency. This is to be accomplished by contacting the Office of General Services, Division of Statewide Vehicle Management.

Insurance - Leasing agency to provide the Office of General Services, Bureau of Insurance required information for insurance purposes (see State Insurance clause).

NOTE:

State Agencies are requested to evaluate the available choices before making a decision for obtaining a vehicle. Many factors need to be considered and weighed. We remind you that a purchase contract is available for your use and should be used in your comparison.

(continued)

FOR STATE AND NON-STATE AGENCIES:

The using agency is responsible for ensuring that all required and/or specified (optional) equipment is on the vehicle prior to taking possession. Once the vehicle is driven from the dealership, the vehicle is considered to be in the leasing agency's possession. Such action implies the acceptance of the vehicle by the leasing agency. After this and only within the first 60 days, a lease rate adjustment can be made.

FOR CONTRACTORS:

If a delinquent payment notice is submitted to the using Agency, the contractor should submit a copy to Beverly L. Moore, OGS Procurement Services Group.

FOR NON-STATE AGENCIES ONLY:

An Addendum with necessary information to be completed and signed by Non-State Agencies may be required by the contractor (forms to be supplied by the contractor).

(continued)

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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