

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

<b>Title</b>	<b>:</b>	<b>Group 40490 - LEASE VEHICLES (Cars, Vans, Pickups, &amp; SUV's) (2010 Model Year &amp; Newer) (Statewide)</b>	
		<b>Classification Code(s): 25</b>	
<b>Award Number</b>	<b>:</b>	<b><u>21896-PF</u></b>	<b>(Replaces Award 21054)</b>
<b>Contract Period</b>	<b>:</b>	<b>See "Contract Period" Clause</b>	
<b>Bid Opening Date</b>	<b>:</b>	<b>November 19, 2009</b>	
<b>Date of Issue</b>	<b>:</b>	<b>March 24, 2010</b>	
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>	
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>	

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Christopher M. Martinez Title : Purchasing Officer I Phone : 518-474-3856 Fax : 518-474-8676 E-mail : christopher.martinez@ogs.state.ny.us	Procurement Services Group 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 award to provide for the lease of gasoline and gasoline/electric hybrid 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 Sate Law. This award will provide for a 36-month closed-end lease for a variety of vehicles

PR #21896

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65041	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
PC65042 SB	ALBANY DODGE LEASING CORP. d/b/a AMERICAN MATCHMAKERS LEASING 770 Central Avenue Albany, NY 12206	518/438-8116 Mr. Bob Kemmer Fax: 518/482-2666 E-mail: rkemmer@sdnetwork.com	141485220
PC65043	AUTOMOTIVE RENTALS INC. d/b/a ARI - AUTOMOTIVE RESOURCES INTERNATIONAL 9000 Midlantic Drive Mt. Laurel, NJ 08054	888/698-4340 Ms. Gina Petti Fax: 856/787-7205 E-mail: nysorders@arifleet.com Web: www.arifleet.com	210622527
Contractor offers Electronic Access Ordering (EDI).			
PC65044	ELRAC LLC d/b/a ENTERPRISE FM TRUST 1550 Rt. 23 North Wayne, NJ 07470	973/709-2441 Mr. Carl Grady Fax: 973/718-4329 E-mail : carl.m.grady@erac.com	431487854
PC65045 SB	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: rickp@hoselton.com Web: www.nysfleet.com	160731157
PC65046 SB	HOSELTON IMPORTS INC. d/b/a HOSELTON TOYOTA 50 Marsh Road East Rochester, NY 14445	888/840-0456 585/586-7373, Ext. 2307 Ms. Amber Graham Fax: 585/784-8481 E-mail: amberg@hoselton.com Web: www.nysfleet.com	160972963
PC65047	HRAL, LLC. d/b/a ALLSTATE LEASING 9428 Reisterstown Road Owings Mills, MD 21117	800/223-4885 Ext. 244 410/363-6500 Ext. 244 Mr. Brent Baron Fax: 410/363-9532 E-mail: bbaron@allstateleasing.com Web: www.allstateleasing.com	205878208
Contractor offers Electronic Access Ordering (EDI).			

(continued)

**NOTE: See individual contract items to determine actual awardees.**

**CONTRACT #    CONTRACTOR & ADDRESS                      TELEPHONE #                      FED.IDENT.#**

PC65048	MERCHANTS AUTOMOTIVE GROUP d/b/a MERCHANTS LEASING 1278 Hooksett Rd. Hooksett, NH 03106	800/391-1576 Mr. Gregory McIntyre or Ms. Lisa Carter Fax: 703/753-7131 E-mail: gregmcintyre@merchantsleasing.com lisacarter@merchantsleasing.com Web: www.merchants.leasing.com	020270756
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**Remit Payments to:**  
 Merchants Automotive Group  
 PO Box 414438  
 Boston, MA 02241

PC65049	UNION LEASING TRUST d/b/a UNION LEASING, INC. 425 N. Martingale Rd. Suite 1250 Schaumburg, IL 60173	877/425-1515 847/330-6243 Mr. Fred Bulterman Fax: 847/330-6245 E-mail: fred@unionleasing.com Web: www.unionleasing.com	200828448
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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.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

(continued)

**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).

**PRICE:**

Prices are a 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). Prices include 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 contractor is located. Contractors are 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. Entities may pick-up vehicle(s) at contractor's or pre-delivery service dealer location with no Delivery Allowance Charge applied.

For Out of State contractors, 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.

Contractors are not to include the delivery charges listed in the "DAS Delivery Allowance Schedule" in the bid price. Only delivery charges, as noted in DAS below, will be added to the invoice when the vehicle is delivered in accordance with DAS.

(continued)

PRICE: (Cont'd)

**DAS (Delivery Allowance Schedule)** (Cont'd)

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 \$260. 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	
<b>Location of Vendor</b>	1	\$180	\$260	\$430	\$495	\$585	\$765
	2	\$260	\$180	\$260	\$260	\$325	\$585
	3	\$430	\$260	\$180	\$260	\$260	\$585
	4	\$495	\$260	\$260	\$180	\$495	\$745
	5	\$585	\$325	\$260	\$495	\$180	\$295
	6	\$765	\$585	\$585	\$745	\$295	\$180

**Region 1**

Allegany  
 Cattaraugus  
 Chautauqua  
 Chemung  
 Erie  
 Genesee  
 Livingston  
 Monroe  
 Niagara  
 Ontario  
 Orleans  
 Schuyler  
 Seneca  
 Steuben  
 Wayne  
 Wyoming  
 Yates  
 Illinois

**Region 2**

Broome  
 Cayuga  
 Chenango  
 Cortland  
 Delaware  
 Herkimer  
 Jefferson  
 Lewis  
 Madison  
 Oneida  
 Onondaga  
 Oswego  
 Otsego  
 Tioga  
 Tompkins

**Region 3**

Albany  
 Columbia  
 Fulton  
 Greene  
 Hamilton  
 Montgomery  
 Rensselaer  
 Saratoga  
 Schenectady  
 Schoharie  
 Warren  
 Washington

**Region 4**

Clinton  
 Essex  
 Franklin  
 St. Lawrence  
 New Hampshire

**Region 5**

Dutchess  
 Orange  
 Putnam  
 Rockland  
 Sullivan  
 Ulster  
 Westchester

**Region 6**

Bronx  
 Kings  
 Nassau  
 New York  
 Queens  
 Richmond  
 Suffolk  
 New Jersey  
 Connecticut  
 Maryland

(continued)

**INDEX**

<u>LOT I, ITEM 1 - COMPACT SEDAN</u>	<u>CONTRACTOR</u>	<u>MANUFACTURER AND MODEL NAME</u>
	Acme Auto Leasing	Ford Focus S
	Merchants Leasing	Nissan Sentra CVT
	ARI	Toyota Corolla
	Union Leasing Inc.	Chevrolet Aveo LT
 <u>LOT I, ITEM 2 - STATION WAGON</u>		 <b>NO AWARD</b>
 <u>LOT I, ITEM 3 - SEDAN, FULL SIZE, REAR WHEEL DRIVE</u>		
	ARI	Dodge Charger
	Acme Auto Leasing	Mercury Grand Marquis GS
 <u>LOT I, ITEM 4 - SEDAN, FULL SIZE, FRONT WHEEL DRIVE</u>		
	Hoselton Chevrolet	Chevrolet Impala LS
	Acme Auto Leasing	Ford Taurus SE
 <u>LOT I, ITEM 5 - MID-SIZE SEDAN</u>		
	ARI	Dodge Avenger SXT
	Acme Auto Leasing	Ford Fusion SE
	Merchants Leasing	Nissan Altima SE
	Acme Auto Leasing	Chevrolet Malibu
 <u>LOT I, ITEM 6 - 7 PASSENGER VAN</u>		
	ARI	Dodge Caravan SE
 <u>LOT I, ITEM 7 - 7 PASSENGER VAN (All Wheel Drive)</u>		 <b>NO AWARD</b>
 <u>LOT I, ITEM 8 - 12 PASSENGER VAN</u>		
	Merchants Leasing	GMC Savana 2500 LS
	Enterprise FM Trust	Ford E350 Super Duty XL
 <u>LOT I, ITEM 9 - 15 PASSENGER VAN</u>		
	ARI	Chevrolet Express 3500
	Enterprise FM Trust	Ford E350 Super Duty XL
 <u>LOT I, ITEM 10 - VAN, CARGO (Compact)</u>		
	ARI	Dodge Caravan C/V
 <u>LOT I, ITEM 11 - VAN, CARGO</u>		
	Acme Auto Leasing	Ford E250 Cargo
	ARI	Chevrolet Express 1500 Cargo
 <u>LOT I, ITEM 12 - REGULAR CAB, LIGHT DUTY PICKUP TRUCK COMPACT (4X4)</u>		
	Merchants Leasing	GMC Canyon 4x4 Reg. Cab
 <u>LOT I, ITEM 13 - REGULAR CAB ONE-HALF TON PICKUP TRUCK, FULL SIZE, LONG BED (4X2)</u>		
	Acme Auto Leasing	Ford F150 XL 4x2
	ARI	Chevrolet Silverado 1500
	Acme Auto Leasing	Dodge Ram 1500 4x2

(continued)

**INDEX**

<u>CONTRACTOR</u>	<u>MANUFACTURER AND MODEL NAME</u>
<u>LOT I, ITEM 14 - REGULAR CAB ONE-HALF TON PICKUP TRUCK, FULL SIZE, LONG BED (4X4)</u>	
Acme Auto Leasing	Ford F150 XL 4x4
Merchants Leasing	GMC Sierra 1500 4WD
Acme Auto Leasing	Dodge Ram 1500 4x4
<u>LOT I, ITEM 15 - REGULAR CAB THREE QUARTER TON PICKUP TRUCK, FULL SIZE, LONG BED (4X2)</u>	
Union Leasing Inc.	Ford F250 XLT 4x2
Merchants Leasing	Chevrolet Silverado 2500 4x2
Acme Auto Leasing	Dodge Ram 2500 4x2
<u>LOT I, ITEM 16 - REGULAR CAB THREE QUARTER TON PICKUP TRUCK, FULL SIZE, LONG BED (4X4)</u>	
Hoselton Chevrolet	Chevrolet Silverado 2500 4x4
Union Leasing Inc.	Ford F250 XLT 4x4
American Matchmakers	Dodge Ram 2500 4x4
<u>LOT I, ITEM 17- FOUR DOOR UTILITY/CARRY-ALL VEHICLE, COMPACT, 5 PASSENGER (4X4)</u>	
ARI	Toyota RAV 4
Enterprise FM Trust	Ford Escape XLS
Union Leasing Inc.	Jeep Liberty Sport
<u>LOT I, ITEM 18 - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, 5 PASSENGER (4X4)</u>	
Enterprise FM Trust	Dodge Nitro SE
Union Leasing Inc.	Ford Explorer XLT
<u>LOT I, ITEM 19 - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, COMPACT, 5 PASSENGER (AWD)</u>	
ARI	Dodge Journey SXT
Hoselton Chevrolet	Chevrolet Equinox LS
Union Leasing Inc.	Ford Edge SEL
<u>LOT I, ITEM 20 - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, MID-SIZE, 6 PASSENGER (4X4)</u>	
Allstate Leasing	Chevrolet Tahoe LS (CK10706)
<u>LOT I, ITEM 21 - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, FULL SIZE, 8 PASSENGER (4X4)</u>	
Union Leasing Inc.	Ford Expedition EL XLT
Union Leasing Inc.	Nissan Armada SE
<u>LOT II, ITEM 22 - HONDA CIVIC HYBRID</u>	
Enterprise FM Trust	Honda Civic Hybrid
<u>LOT II, ITEM 23 - TOYOTA PRIUS HYBRID</u>	
ARI	Toyota Prius I
<u>LOT II, ITEM 24 - TOYOTA CAMRY HYBRID</u>	
Hoselton Toyota	Toyota Camry Hybrid
<u>LOT II, ITEM 25 - CHEVROLET MALIBU HYBRID</u>	
	<b>NO AWARD</b>
<u>LOT II, ITEM 26 - NISSAN ALTIMA HYBRID</u>	
Enterprise FM Trust	Nissan Altima Hybrid

(continued)

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**INDEX**

<u>CONTRACTOR</u>	<u>MANUFACTURER AND MODEL NAME</u>
<u>LOT II, ITEM 27 - TOYOTA HIGHLANDER HYBRID</u> Hoselton Toyota	Toyota Highlander Hybrid
<u>LOT II, ITEM 28 - FORD ESCAPE HYBRID</u> Allstate Leasing	Ford Escape FWD Hybrid
<u>LOT II, ITEM 29 - FORD ESCAPE HYBRID 4WD</u> Allstate Leasing	Ford Escape 4WD Hybrid
<u>LOT II, ITEM 30 - GMC YUKON HYBRID 2WD</u> ARI	GMC Yukon 4x2 Hybrid
<u>LOT II, ITEM 31 - GMC YUKON HYBRID 4WD</u> ARI	GMC Yukon 4x4 Hybrid
<u>LOT II, ITEM 32 - CHEVROLET TAHOE HYBRID 2WD</u> ARI	Chevrolet Tahoe 4x2 Hybrid
<u>LOT II, ITEM 33 - CHEVROLET TAHOE HYBRID 4WD</u> ARI	Chevrolet Tahoe 4x4 Hybrid
<u>LOT II, ITEM 34 - OPEN ITEM</u> Acme Auto Leasing ARI	Ford Fusion Hybrid Chevrolet Silverado 1500 4x2 Hybrid

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**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 S (P3E)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$265.00

Price additional for excess mileage (60,000 mile package): \$0.12 /mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$350.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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**Make & Model: Nissan Sentra CVT (12110)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$292.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$377.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 30-90 Days A/R/O

**CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP d/b/a MERCHANTS LEASING (REGION 4)**

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**Make & Model: Toyota Corolla (1832)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$322.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$382.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 56-168 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**Make & Model: Chevrolet Aveo LT (1TD69)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$323.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$419.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

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LOT I:

ITEM NO. 2:

CATEGORY - STATION WAGON:

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.

**NO AWARD**

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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: Dodge Charger (LXDH48)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$336.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$407.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 56-70 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**Make & Model: Mercury Grand Marquis GS (M7F) (Flex Fuel)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$565.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$650.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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LOT I:

ITEM NO. 4:

CATEGORY - SEDAN, FULL-SIZE, FRONT 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) (Flex Fuel)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$343.68

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$428.68

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 120 Days A/R/O

**CONTRACTOR: HOSELTON CHEVROLET INC. (Region 1)**

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**Make & Model: Ford Taurus SE (P2D)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$384.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$469.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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(continued)

**LOT I:**

**ITEM NO. 5:**

**CATEGORY - MID-SIZE SEDAN:**

Vehicle includes all manufacturer's standard equipment and standard exterior and interior colors for the vehicle offered, plus at least 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: Dodge Avenger SXT FWD (JSDH41)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$282.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$343.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 42-56 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**Make & Model: Ford Fusion SE (P0H) (Flex Fuel)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$304.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$389.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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**Make & Model: Nissan Altima SR FWD (13210)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$363.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$448.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 30-90 Days A/R/O

**CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP d/b/a MERCHANTS LEASING (REGION 4)**

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**Make & Model: Chevrolet Malibu 2LT (1Z569)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$429.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$513.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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LOT I:

ITEM NO. 6:

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: Dodge Caravan SE FWD (RTKH53)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$410.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$481.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 56-70 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**LOT I:**

**ITEM NO. 7:**

**CATEGORY - 7-PASSENGER VAN (All Wheel Drive):**

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

**NO AWARD**

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**LOT I:**

**ITEM NO. 8:**

**CATEGORY - 12-PASSENGER VAN:**

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

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

**Make & Model: GMC Savana 2500 LS RWD (TG23406) (Flex Fuel)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$417.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$502.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 30-90 Days A/R/O

**CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP d/b/a MERCHANTS LEASING (REGION 4)**

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**Make & Model: Ford E350 Super Duty XL (E3B) (Flex Fuel)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$460.20

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$516.04

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ELRAC LLC. d/b/a ENTERPRISE FM TRUST (REGION 6)**

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(continued)

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**LOT I:**

**ITEM NO. 9:**

**CATEGORY - 15-PASSENGER VAN:**

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

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

**Make & Model: Chevrolet Express 3500 Extended Passenger RWD (CG33706) (Flex Fuel)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$448.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$509.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 49-63 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**Make & Model: Ford E350 Super Duty Ext. XL (S3B)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$499.59

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$553.43

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ELRAC LLC. d/b/a ENTERPRISE FM TRUST (REGION 6)**

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(continued)

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**LOT I:**

**ITEM NO. 10:**

**CATEGORY - VAN-CARGO (Compact):**

Integral cab-body type w/sedan doors, aux. passenger seat; rear double doors w/windows or liftgate door w/window; sliding single or hinged double doors (curbside); minimum cargo volume shall be 135 cu. ft.

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

**Make & Model: Dodge Grand Caravan C/V FWD (RTKE53)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$427.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$498.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 56-70 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**LOT I:**

**ITEM NO. 11:**

**CATEGORY - VAN-CARGO:**

Integral cab-body type w/sedan doors, passenger seat; rear double doors w/windows; sliding single or hinged double doors curbside; minimum cargo volume shall be 225 cu. ft.

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 on rear wheel drive units), power brakes, power steering, driver & front passenger airbags, air conditioning and ABS brakes.

**Make & Model: Ford E250 Commercial Cargo RWD (E2E) (Flex Fuel)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$314.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$399.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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(continued)

**Make & Model: Chevrolet Express Cargo 1500 RWD (CG13405) (Flex Fuel)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$352.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$412.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 49-63 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**LOT I:**

**ITEM NO. 12:**

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

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: GMC Canyon 4x4 Work Truck (TT15403)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$334.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$419.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 30-90 Days A/R/O

**CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP d/b/a MERCHANTS LEASING (REGION 4)**

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(continued)

**LOT I:**

**ITEM NO. 13:**

**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 F150 XL 4x2 (F1C)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$335.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$420.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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**Make & Model: Chevrolet Silverado 1500 4x2 (CC10903)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$346.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$406.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 56-70 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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(continued)

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**Make & Model: Dodge Ram 1500 4x2 (DS1L62)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$418.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$503.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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LOT I:

ITEM NO. 14:

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 XL 4x4 (F1E)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$349.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$434.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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**Make & Model: GMC Sierra 1500 Work Truck (TK10903)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$380.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$465.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 30-90 Days A/R/O

**CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP d/b/a MERCHANTS LEASING (REGION 4)**

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(continued)

**Make & Model: Dodge Ram 1500 ST 4x4 (DS6L62)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$415.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$500.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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LOT I:

ITEM NO. 15:

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 4x2 (F2A)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$461.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$577.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

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**Make & Model: Chevrolet Silverado 2500HD 4x2 Reg. Cab Work Truck (CC20903)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$359.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$444.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 30-90 Days A/R/O

**CONTRACTOR: MERCHANTS AUTOMOTIVE GROUP d/b/a MERCHANTS LEASING (REGION 4)**

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**Make & Model: Dodge Ram 2500 4x2 (DJ2L62)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$480.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$565.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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LOT I:

ITEM NO. 16:

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: Chevrolet Silverado 2500HD 4x4 Work Truck (CK20903)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$364.44

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$449.44

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 120 Days A/R/O

**CONTRACTOR: HOSELTON CHEVROLET INC. (Region 1)**

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**Make & Model: Ford F250 XL 4x4 (F2B)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$431.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$548.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

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**Make & Model: Dodge Ram 2500 4x4 (DJ7L62)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$459.81

Price additional for excess mileage (60,000 mile package): \$0.20/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$543.00

Price additional for excess mileage (90,000 mile package): \$0.30/mile

DELIVERY: 120 Days A/R/O

**CONTRACTOR: ALBANY DODGE LEASING CORP. d/b/a AMERICAN MATCHMAKERS LEASING (Region 3)**

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LOT I:

ITEM NO. 17:

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, carpeted floor covering (full), full headliner, rear window defroster, air conditioning and cloth seats.

**Make & Model: Toyota RAV4 4x4 (4432)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$367.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$423.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 56-168 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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(continued)

**Make & Model: Ford Escape XLS 4x4 (U9C)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$374.10

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$429.94

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ELRAC LLC. d/b/a ENTERPRISE FM TRUST (REGION 6)**

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**Make & Model: Jeep Liberty Sport 4x4 (KKJL74)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$390.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$505.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

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**Make & Model: Nissan Xterra 4x4 (24260)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$502.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$619.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

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(continued)

LOT I:

ITEM NO. 18:

CATEGORY - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, 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: Dodge Nitro SE 4x4 (KA5L74)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$394.18

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$450.03

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ELRAC LLC. d/b/a ENTERPRISE FM TRUST (REGION 6)**

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**Make & Model: Ford Explorer XLT 4x4 (U7D)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$613.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$730.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

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**LOT I:**

**ITEM NO. 19:**

**CATEGORY - FOUR DOOR UTILITY/CARRY-ALL VEHICLE, COMPACT, 5 PASSENGER (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: Dodge Journey SXT (JCEP49)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$377.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$430.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 56-70 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**Make & Model: Chevrolet Equinox LS (1LK26)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$499.77

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$584.77

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 120 Days A/R/O

**CONTRACTOR: HOSELTON CHEVROLET INC. (Region 1)**

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**Make & Model: Ford Edge SEL (K4J)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$588.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$704.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

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**LOT I:**

**ITEM NO. 20:**

**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: Chevrolet Tahoe LS (CK10706)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$648.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$714.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-90 Days A/R/O

**CONTRACTOR: HRAL, LLC. d/b/a ALLSTATE LEASING (REGION 6)**

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**LOT I:**

**ITEM NO. 21:**

**CATEGORY - FOUR DOOR UTILITY VEHICLE, FULL SIZE (8 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, 8 cylinder engine, carpeted floor covering (full), full headliner, rear window defroster, front & rear air conditioning and cloth seating.

**Make & Model: Ford Expedition EL XLT (K1G)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$767.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$880.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

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(continued)

**Make & Model: Nissan Armada SE (26210)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$822.00

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$938.00

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 120 Days A/R/O

**CONTRACTOR: UNION LEASING TRUST d/b/a UNION LEASING INC. (REGION 1)**

**END OF LOT I**

(continued)

LOT II:

ITEM NO. 22:

HONDA CIVIC HYBRID

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: Honda Civic Hybrid (FA3F2AEW)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$460.68

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$507.21

Price additional for excess mileage (90,000 mile package): \$0.10/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ELRAC LLC. d/b/a ENTERPRISE FM TRUST (REGION 6)**

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LOT II:

ITEM NO. 23:

TOYOTA PRIUS HYBRID:

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: Toyota Prius I Hatchback (1221)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$349.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$408.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 56-168 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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(continued)

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LOT II:

ITEM NO. 24:

TOYOTA CAMRY HYBRID

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: Toyota Camry Hybrid (2560)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$326.38

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$411.38

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 120 Days A/R/O

**CONTRACTOR: HOSELTON IMPORTS INC. d/b/a HOSELTON TOYOTA (Region 1)**

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LOT II:

ITEM NO. 25:

CHEVROLET MALIBU HYBRID

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.

**NO AWARD**

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LOT II:

ITEM NO. 26:

NISSAN ALTIMA HYBRID

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: Nissan Altima Hybrid (14010)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$452.07

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$507.91

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ELRAC LLC. d/b/a ENTERPRISE FM TRUST (REGION 6)**

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(continued)

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**LOT II:**

**ITEM NO. 27:**

**TOYOTA HIGHLANDER HYBRID**

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: Toyota Highlander Hybrid 4WD (6964)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$449.86

Price additional for excess mileage (60,000 mile package): \$0.15/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$534.86

Price additional for excess mileage (90,000 mile package): \$0.15/mile

DELIVERY: 120 Days A/R/O

**CONTRACTOR: HOSELTON IMPORTS INC. d/b/a HOSELTON TOYOTA (Region 1)**

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**LOT II:**

**ITEM NO. 28:**

**FORD ESCAPE HYBRID FWD**

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 Escape Hybrid 4x2 (U4K)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$549.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$614.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: HRAL, LLC. d/b/a ALLSTATE LEASING (REGION 6)**

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(continued)

LOT II:

ITEM NO. 29:

FORD ESCAPE HYBRID 4WD

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 Escape Hybrid 4x4 (U5K)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$549.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$614.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 90 Days A/R/O

**CONTRACTOR: HRAL, LLC. d/b/a ALLSTATE LEASING (REGION 6)**

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LOT II:

ITEM NO. 30:

GMC YUKON HYBRID 2WD

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, air conditioning, rear window defroster and ABS brakes.

**Make & Model: GMC Yukon Hybrid 4x2 (TC10706)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$863.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$913.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 42-56 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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(continued)

LOT II:

ITEM NO. 31:

GMC YUKON HYBRID 4WD

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, air conditioning, rear window defroster and ABS brakes.

**Make & Model: GMC Yukon Hybrid 4x4 (TK10706)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$873.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$940.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 42-56 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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LOT II:

ITEM NO. 32:

CHEVROLET TAHOE HYBRID 2WD

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, air conditioning, rear window defroster and ABS brakes.

**Make & Model: Chevrolet Tahoe Hybrid 4x2 (CC10706)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$822.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$887.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 42-56 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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(continued)

**LOT II:**

**ITEM NO. 33:**

**CHEVROLET TAHOE HYBRID 4WD**

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, air conditioning, rear window defroster and ABS brakes.

**Make & Model: Chevrolet Tahoe Hybrid 4x4 (CK10706)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$871.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$938.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 42-56 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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**LOT II:**

**ITEM NO. 34:**

**OPEN ITEM**

Vehicles include 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: Ford Fusion Hybrid FWD (P0L)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$540.00

Price additional for excess mileage (60,000 mile package): \$0.12/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$625.00

Price additional for excess mileage (90,000 mile package): \$0.12/mile

DELIVERY: 60-120 Days A/R/O

**CONTRACTOR: ACME AUTO LEASING LLC. (REGION 6)**

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(continued)

**Make & Model: Chevrolet Silverado 1500 Hybrid 1HY 4x2 (CC10543)**

Monthly Lease Rate 36 Month (60,000 Mile Package): \$625.00

Price additional for excess mileage (60,000 mile package): \$0.10/mile

Monthly Lease Rate 36 Month (90,000 Mile Package): \$707.00

Price additional for excess mileage (90,000 mile package): \$0.08/mile

DELIVERY: 70-84 Days A/R/O

**CONTRACTOR: AUTOMOTIVE RENTALS INC. d/b/a ARI – AUTOMOTIVE RESOURCES  
INTERNATIONAL (REGION 6)**

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(continued)

**RETURN OF VEHICLES:**

- (a) At least thirty (30) days prior to the expiration or termination of the individual leasing agreements entered into by each agency 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 agency 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 agency 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 agency 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. Failure of contractor to pickup vehicle within stated days, will not result in additional lease payments being 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.

**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.

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EARLY TERMINATION OF LEASE: (Cont'd)

**Acme Auto Leasing, LLC - Early Termination Terms (Cont'd)**

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 Leasing Corp. d/b/a American Matchmakers Leasing - 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 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 a 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 effectively 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 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.

**Automotive Rentals Inc. d/b/a ARI – Automotive Resources International - Early Termination Terms**

Early termination penalty is all remaining monthly fees due through the end of the 36-month lease term.

(continued)

EARLY TERMINATION OF LEASE: (Cont'd)

**Elrac LLC d/b/a Enterprise FM Trust - Early Termination Terms**

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from the Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor and its agents and independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor in attempting or effecting enforcement of its rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee (i) either the vehicle (in the condition required by Section 4 of the Agreement) or the estimated undamaged wholesale value of the Vehicle (as determined by Lessor in good faith) plus (ii) all accrued and unpaid rent for such Vehicle for the period ending on, and all other amounts owed by Lessee with respect to such Vehicle as of, the date all of the amounts owed by Lessee to Lessor under this clause (e) including the amounts owed under this subclause (i) are paid in full (the "Payment Date") plus (iii) an amount equal to three (3) months rent plus (iv) Thirty Percent (30%) of the total future rent due under the applicable Schedule for the period commencing on the Payment Date and ending on the last day of the scheduled Term; and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**HRAL, LLC d/b/a Allstate Leasing - 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.

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EARLY TERMINATION OF LEASE: (Cont'd)

**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.

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.

(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 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.

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**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 Christopher M. Martinez, 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).

**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](http://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:**

Contracts 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 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.

**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.

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**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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO CONTRACTOR:**

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

**CENTRALIZED PROCUREMENT CONTRACT FEE (CPCF):**

Amendments to State Finance Law §163-c imposed a centralized procurement contract fee (procurement fee) to be paid by contractors awarded OGS centralized contracts for the purchase of commodities, services or technology. The pricing offered by contractors for the commodity, service or technology is considered by the Office of General Services (OGS) to be inclusive of the fee. The procurement fee is one half of one percent (.005) of total sales made by Authorized Users of centralized contracts.

The fee, covering the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance ("DTF") no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF's Online Tax Center:

<http://www.tax.state.ny.us/nysHOME/online.htm>

Quarterly returns must be filed with DTF even if no sales were made under the centralized contract during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation (even if no sales occurred). Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs is available at:

<http://www.ogs.state.ny.us/purchase/ProcurementContractFee.asp>

**NOTE: Notwithstanding the above, contractors are advised that the Governor's 2010 budget proposal provides for the repeal of §163-c of the State Finance Law, "Centralized Procurement Contract Fee." If approved by the Legislature and signed by the Governor, the procurement fee requirement as described above would no longer be applicable to this contract award. As this potential legislative action could have an impact on pricing in this contract award, OGS reserves the right to adjust pricing to reflect the elimination of the one half of one percent (0.005) procurement fee consistent with the pricing methodology, effective the repeal date. Contractors are on notice that the Executive budget proposal for the State Fiscal year 2010-2011 State Budget is subject to legislative debate and discussions, is subject to change, and there is no guarantee that the proposed repeal of the procurement fee will take place.**

**DEBRIEFING:**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

(continued)

**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](http://www.ogs.state.ny.us)).

**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.

**DELIVERY:**

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

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.

**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.

**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.

(continued)

CONTRACT PERIOD AND EXTENSION (Both Lots):

**General** - The contract shall commence with the date of award and shall terminate upon the manufacturer's production build-out date, depletion of all stocks or, if mutually agreed by both parties, an extension of the contract through the next model year (see **Mutual Extension of Time Period Clause below**) build-out or depletion of all stock, whichever occurs last. In the case of the latter option, contractor will be held to current (awarded) prices and all terms and conditions would remain in effect. Contractors will notify the Office of General Services, in writing of the manufacturer's production build-out date. Such notification must be submitted immediately upon the contractor being notified by the manufacturer.

The State reserves the right to terminate this agreement at any time.

**Contract Cancellation** - If a contract is cancelled, the State reserves the right to make award on another compliant bid from the original bid letting, but is not obligated to do so; the State is not obligated to hold another bid letting.

**Mutual Extension of Time Period** - If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions for an additional period(s) not to exceed a total term of five years. Extension may be exercised on a month to month basis such as an additional three month, six month, twelve month, or 24 month period.

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)

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description 60,000 or 90,000</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total Sales \$ State Agencies</u>	<u>Total Sales \$ Authorized Non-State Agencies</u>
						\$
				Grand Total Sales State and Non-State Agencies		\$

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

**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 agency and thereupon terminate the lease and any rights, title or interest of lessee to such vehicle. The defaulting agency 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. Lessees 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 agency 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 Lessee 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 agency will return the vehicle(s) to the Contractor in such condition as defined in the "Return of Vehicles" or "Early Termination of Lease" clauses.

Agencies may "spend" their allotted mileage in any increment they wish throughout the contract period, (ie, 20,000 miles year 1; 25,000 miles year 2; 15,000 miles year 3.)

**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 through its authorized service providers.

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**VEHICLE LEASE BILLING AND PAYMENTS:**

- (a) Upon the submission of invoices or vouchers, the agency shall pay for each vehicle at the rate(s) contracted for and listed herein. Invoice shall be mailed by the Contractor to the individual agency indicated on each delivery order.
- (b) Payment shall accrue from the date each vehicle is delivered to and accepted by the agency, 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 agency.
- (c) Payment shall not accrue for any vehicle that the agency determines does not comply with the terms and conditions of the contract until such time as the requirement of this award is 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 agency's possession. Since a mileage provision is part of the subsequent contract award, the agency 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".

**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.

At point of acceptance the vehicle odometer reading shall not exceed, in miles, the distance between the contractor's place of business and the point of delivery plus 100 miles. In the event a vehicle is delivered with mileage exceeding such amounts \$5.00 for each mile up to 150 miles and \$10.00 each mile over 150 miles will be deducted from each purchase order. Vehicles exceeding the aforementioned miles by more than 300 miles may be rejected.

All vehicles shall have at least 1/4 tank of fuel and adhere to the conditions outlined in the "Service" clause herein. The agency shall accept or reject the vehicles promptly after delivery. If the agency determines that any vehicle furnished is not in compliance with agreed to conditions of lease, the agency 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 agency 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 agency 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.

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**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 agency 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 agency 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 double declining-balance 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 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.

(c) Before supplying any vehicles under this contract, the Contractor shall certify to the agency 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 agency 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 agency, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the agency 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 agency is responsible under paragraph (a) of this clause.

**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.

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**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.

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 retail price as listed in the current monthly edition of the NADA used car book (or online version) at the time of the theft/accident/vandalism in full satisfaction of any and all liabilities under the contract, provided that the agency's liability to pay the monthly cost shall cease as of the time they notify the contractor in writing to terminate the vehicle. 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:**

Post delivery 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. 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.

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**RECALLS:**

The contractor must immediately notify the Office of General Services, Procurement Services Group and the ordering agency of any recalls pertaining to contract vehicle(s).

**PURCHASE ORDERS AND INVOICING:**

**General** – All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges. Also, there should be a specific listing of the value from the “DAS” – Delivery Allowance Schedule, if one applies, on the first invoice only.

**Invoices** - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number
  - Should not be something that is “unique” to dealer or distributor.
  - Should be something that can be tracked by a third party.
  - Preferably a manufacturer’s code or identifying number.
- Line item breakdown of all charges:
  - Monthly Lease Rate.
  - Monthly Cost for Portable Hand Controls.
  - Delivery charges (if applicable), only as listed in the Delivery Allowance Schedule (DAS), must also be listed separately. Delivery charges above and beyond that listed in the DAS will **NOT** be permitted.

Failure to comply may result in lengthy payment delays.

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**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 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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