

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)
**BID MUST BE MADE ON THIS SHEET
OR AS OTHERWISE SPECIFIED**

NYS OFFICE OF COURT ADMINISTRATION
Contract & Procurement Unit
25 Beaver Street, R-850
New York, NY 10004

(Agency Name and Address)

Direct Inquiries to: Marie-Claude Ceppi
E-mail: mceppi@nycourts.gov

Price to include delivery to (describe exact location and method of delivery) All prices to be net and inclusive of all services specified herein unless otherwise specified.

Bid Number: OCA/AS-209	Commodity Group:
Opening Date: 02/24/2015 Time: 3:00 pm Issue Date: 01/30/2015	Commodity Name: Car Leasing

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
<u>UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.</u>	ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.

NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

BIDS MUST BE SIGNED

Bidder's Firm Name:		Employer's Federal Identification Number	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number E-mail:	

TABLE OF CONTENTS

DOCUMENT ENCLOSURE CHECKLIST

GENERAL BID INFORMATION

Questions
Packaging, Identifying and Delivering of Bids/Proposals
No-Bids
Method of Award
Qualification of Bidder

BID SPECIFICATIONS

I. DETAILED SPECIFICATIONS

Purpose and Scope
Information to be Submitted with Bid
Term of Award/Contract Period
Price
Estimated Quantities
Vehicle Lease Terms/Exhibit 2

II. TECHNICAL SPECIFICATIONS

Category 1: Sedans
Category 2: SUVs
Category 3: Vans
Bidder's Contact Information

III. THE RFB/RFP PROCESS: GENERAL SPECIFICATIONS

Note to Bidders

1. Attachment I – Standard Request for Bid Clauses & Forms and Attachment IV – Procurement Lobbying Law required forms
2. Attachment III – Vendor Responsibility Questionnaire
3. New York State Vendor File Registration

Online RFB/RFP Package: Disclaimer
Bid Response/Proposal: Original and Copies
Binding Nature of Bid/Proposal on Bidders
Estimated Quantities
Compliance with Laws
Independent Contractor Status
Rejected and Unacceptable Bids/Proposals
Responsible Bidder
Clarification/Correction of Bids/Proposals

RFB# OCA/AS-209
CAR LEASING

BID OPENING DATE: February 24, 2015
3:00 pm

References
Indemnity
Unified Court System Self-Insurance
Insurance Requirements
Confidentiality
Confidential/Proprietary Information
Financial Stability
Termination
Implied Requirements
Silence of the Specifications

EXHIBIT 1: MANUFACTURER'S/AUTHORIZED DEALER'S CERTIFICATE

EXHIBIT 2: VEHICLE LEASE TERMS

Term
Early Termination
Price
Vehicle Lease Billing and Payments
Payment Default of UCS
Mileage
Delivery
Condition Upon Delivery
Inspection/Acceptance of Leased Vehicles
Operation and Maintenance
Post-Delivery Service
Marking of Leased Vehicles
Title, Registration and Insurance of Vehicle
Certificate of Title
Re-registration and Assignment of Plates
Reassignment of Vehicles
Payment of Traffic Fines
Recalls
Return of Vehicles
Loss/Damage
Additional Terms

BID RESPONSE FORM AND PRICING SHEET (27 pages)

DOCUMENT ENCLOSURE CHECKLIST

___ Bid Response Form **must be fully executed and included** in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

The following documents must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response:

- ___ UCS Request for Bid/Proposal Form with original signature
- ___ Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
 - p.4 - Corporate Acknowledgment
- ___ Attachment II - Not Applicable
- ___ Attachment III - Vendor Responsibility Questionnaire
 - questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening date, or
 - paper questionnaire, attached
- ___ Attachment IV - Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
 - Termination Clause (UCS 423)
- ___ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms.
- ___ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications
- ___ Bidder's Contact Information Sheet
- ___ Exhibit 1: Manufacturer's/Authorized Dealer's Certificate
- ___ Detailed listing of all vehicle specifications
- ___ Equipment and packages specified in the bid, including code numbers of all components included in the unit price
- ___ Circulars and any other documentation bidder believes will be relevant
- ___ Original bid response + three (3) complete copies
- ___ Signed Document Enclosure Checklist

To be complete, a bidder's bid response must include ALL the above documents.
All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual.
Signatory notarization must be that of the person whose signature is affixed to all required documents.

RFB# OCA/AS-209
CAR LEASING

BID OPENING DATE: February 24, 2015
3:00 pm

GENERAL BID INFORMATION

Questions

Any and all questions bidders may have in connection with this solicitation are to be directed by **email only** to:

Marie-Claude Ceppi
mceppi@nycourts.gov

Please indicate in "Subject" field: OCA/AS-209 Question(s).

The deadline to submit questions is **February 12, 2015** before 5:00 pm. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and mailed to the bidders list a couple of days after this deadline.

IMPORTANT: All questions regarding this solicitation must be in writing and directed solely to the attention of the above-designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/OCA in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be **clearly addressed and submitted** to:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration
25 Beaver Street, Room 850
New York, NY 10004

All envelopes/cartons must also be labeled with the following information on two sides:

"Deliver immediately to Marie-Claude Ceppi"
"Sealed bid - Do not open"
"RFB# OCA/AS-209 due February 24, 2015, at 3:00 p.m."

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by **February 24, 2015, at 3:00 pm** at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB# OCA/AS-209.

Method of Award

One or several awards shall be made by individual make and model to the lowest dollar cost, responsible bidder(s). Bidder may bid on any number of make and model.

Qualification of Bidder

Bids will be accepted only from established manufacturers, their authorized dealers or independent leasing companies. Any firm submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer or that an authorized dealer of the manufacturer has agreed to supply the bidder with all quantities of products required by the bidder in fulfillment of its obligations under any resultant contract with the UCS, and that it will provide a “Manufacturer’s/Authorized Dealer’s Certificate” from the manufacturer/authorized dealer (in the form of Exhibit 1 of this RFB/RFP) acknowledging this level of support.

I. DETAILED SPECIFICATIONS

Purpose and Scope

It is the intent and purpose of this Request for Bids (“RFB/RFP”) to establish one or more term contract(s) (each, a “Master Agreement”) to provide for the lease of new gasoline and gasoline/electric hybrid vehicles specified in the Technical Specifications herein, for use by the New York State Unified Court System (“UCS”) (each user of a leased vehicle, hereinafter an “Authorized User”) pursuant to the Vehicle Lease Terms annexed as Exhibit 2 hereof.

Each Master Agreement will provide for 36-month closed-end vehicle leases in accordance with the terms and conditions set forth in this RFP/RFB.

Information to be Submitted with Bid

The bidder must submit the following documentation for each vehicle bid: a detailed listing of all vehicle specifications; equipment and packages specified in the bid, including code numbers of all components included in the unit price. Failure to submit any required documentation may result in rejection of the bid. The bidder may also submit circulars and any other documentation it believes will be relevant to evaluate the product to be furnished.

See “Document Enclosure Checklist” for complete list of documents to be submitted.

Term of Award/Contract Period (All three Categories)

General - The Master Agreement term(s) shall commence as of the date of approval by Office of the New York State Comptroller (“OSC”). (as evidenced by a stamp of approval and/or authorized signature of approval affixed to a copy of the Master Agreement, and shall remain in effect for a period of one (1) year.

Bidder must, upon submission of its bid notify Captain James Campbell, OCA Fleet Services and Marie-Claude Ceppi, OCA Procurement, NYS Office of Court Administration (“OCA”), by email at JCampbel@nycourts.gov and mceppi@nycourts.gov if a Build-Out date for any 2015 Model Year vehicle specified in this bid has occurred or will occur before a duly approved contract can be issued. OCA will then determine if award for any such model will be made to the next Model Year, if available, and will notify vendors accordingly. Contract approval is made typically within 120 days of the bid opening.

Price

The monthly lease rate for each vehicle shall be a firm fixed thirty-six (36) month rate, F.O.B. any point in the State of New York (i.e., to ordering Authorized User or nearest authorized dealer to delivery location as noted in the delivery terms specified herein. Price shall include all items payable by UCS, including, but not limited to, all standard and additional equipment specified, duties, applicable taxes, if any, charges, vehicle preparation and inspection. There shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with or arising from the lease of the vehicles, except as may be expressly set forth herein.

Note: Purchases **and leases** made by the UCS are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the purchase order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the UCS, an exempt organization under Section 1116 (a) (1) of the Tax Law.

Estimated Quantities

It is estimated that OCA will require approximately:

- (i) twenty five (25) sedans (Category I),
- (ii) twenty six (26) SUVs (Category II), and
- (iii) eight (8) Vans (Category III.)

The actual number of vehicles ordered, including types and models within each Category, will be determined by UCS in its sole discretion. Bidders are advised that the quantities are estimated figures only, no commitment or guarantee to reach any specified volume of business is made or implied.

Vehicle Lease Terms

See Vehicle Lease Terms attached as Exhibit 2 hereto for detailed vehicle lease terms and conditions.

TECHNICAL SPECIFICATIONS

Three Categories:		Estimated quantities:
CATEGORY 1	SEDANS	25
CATEGORY 2	SUVs	26
CATEGORY 3	VANS	8

CATEGORY 1: SEDANS

All vehicles shall include all manufacturer’s standard equipment and standard exterior and interior colors for the vehicle offered, plus automatic transmission (non-slip differential on rear wheel drive units), power brakes, power steering, driver and front passenger airbags, air conditioning, ABS brakes and a full-size spare tire for standard models. For cars with a police package, vehicles shall include reading lights. All vehicles must be 2015 model year.

SPECIFICATIONS

Category 1	Sedan (mid size)
Make and Model:	Ford Fusion 4DR FWD sedan SE
Equipment Group:	200A
Additional Equipment:	None
Estimated Number of vehicles needed:	3

SPECIFICATIONS

Category 1	Sedan (mid size)
Make and Model:	Chevrolet Malibu 4dr Sedan LS w/1FL
Equipment Group:	1FL (Fleet or Gov order types only)
Additional Equipment:	None
Estimated Number of vehicles needed:	3

SPECIFICATIONS

Category 1	Sedan (mid size)
Make and Model:	Ford Fusion Hybrid 4dr FWD Sedan SE
Equipment Group:	500A
Additional Equipment:	None
Estimated Number of vehicles needed:	3

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Toyota Camry Hybrid 4dr Sedan LE (CVT)
Equipment Group:	n/a
Additional Equipment:	None
Estimated Number of vehicles needed:	3

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Chevrolet Impala 4dr Sedan LS w/1FL
Equipment Group:	1FL (fleet only)
Additional Equipment:	Law Enforcement Police Package from Cruisers Division
Estimated Number of vehicles needed:	2

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Chevrolet Impala 4dr Sedan LS w/1FL
Equipment Group:	1FL (fleet only)
Additional Equipment:	None
Estimated Number of vehicles needed:	3

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Ford Taurus 4dr AWD Sedan SEL
Equipment Group:	100A
Additional Equipment:	None
Estimated Number of vehicles needed:	3

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Ford Taurus 4DR FWD sedan SE
Equipment Group:	100A
Additional Equipment:	Law Enforcement Police Package from Cruisers Division
Estimated Number of vehicles needed:	1

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Ford Taurus 4DR AWD sedan SEL
Equipment Group:	200A
Additional Equipment:	None
Estimated Number of vehicles needed:	3

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Ford Taurus 4DR AWD Sedan SEL
Equipment Group:	200A
Additional Equipment:	Law Enforcement Police Package from Cruisers Division
Estimated Number of vehicles needed:	1

CATEGORY 2: SUVs

All vehicles shall include all manufacturer’s standard equipment and standard exterior and interior colors for the vehicle offered, plus automatic transmission (non-slip differential on rear wheel drive units), power brakes, power steering, driver and front passenger airbags, air conditioning, ABS brakes and a full-size spare tire for standard models. For cars with a police package, vehicles shall include reading lights. All vehicles must be 2015 model year.

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Ford Explorer 4dr 4x4 XLT
Equipment Group:	200A
Additional Equipment:	None
Estimated Number of vehicles needed:	4

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Ford Explorer 4dr 4x4 XLT
Equipment Group:	200A
Additional Equipment:	Law Enforcement Police Package from Cruiser Division
Estimated Number of vehicles needed:	2

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Chevrolet Tahoe 4wd 4dr LS
Equipment Group:	Fleet/Non-Retail CK15706
Additional Equipment:	None
Estimated Number of vehicles needed:	4

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Chevrolet Tahoe 4wd 4dr LS
Equipment Group:	Fleet/Non-Retail CK15706
Additional Equipment:	Law Enforcement Police Package from Cruiser Division
Estimated Number of vehicles needed:	2

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Chevrolet equinox AWD 4dr LS 1LG26
Equipment Group:	Fleet/Non-Retail 1LG26
Additional Equipment:	None
Estimated Number of vehicles needed:	4

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Chevrolet Traverse AWD 4dr LS CV14526
Equipment Group:	Fleet/Non-Retail CV14526
Additional Equipment:	None
Estimated Number of vehicles needed:	4

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Jeep Grand Cherokee Laredo 4dr 4x4
Equipment Group:	23A
Additional Equipment:	
Estimated Number of vehicles needed:	4

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Jeep Grand Cherokee Laredo 4dr 4x4
Equipment Group:	23A
Additional Equipment:	Law Enforcement Police Package from Cruiser Division
Estimated Number of vehicles needed:	2

CATEGORY 3: VANS

All vehicles shall include all manufacturer’s standard equipment and standard exterior and interior colors for the vehicle offered, plus automatic transmission (non-slip differential on rear wheel drive units), power brakes, power steering, driver and front passenger airbags, air conditioning, ABS brakes and a full-size spare tire for standard models. For cars with a police package, vehicles shall include reading lights. All vehicles must be 2015 model year.

SPECIFICATIONS

Category 3	VANS
Make and Model:	Ford Transit 250 Cargo
Equipment Group:	101A
Additional Equipment:	None
Estimated Number of vehicles needed:	2

SPECIFICATIONS

Category 3	VANS
Make and Model:	Ford Transit 350 Cargo
Equipment Group:	101A
Additional Equipment:	None
Estimated Number of vehicles needed:	1

SPECIFICATIONS

Category 3	VANS
Make and Model:	Ford Transit 350 Cargo 15 Passenger
Equipment Group:	301A
Additional Equipment:	None
Estimated Number of vehicles needed:	1

SPECIFICATIONS

Category 3	VANS
Make and Model:	Chevrolet Express Cargo RWD 2500
Equipment Group:	Fleet/Non-Retail CG23405
Additional Equipment:	None
Estimated Number of vehicles needed:	1

SPECIFICATIONS

Category 3	VANS
Make and Model:	Toyota Sienna 5dr 8-pass LE FWD
Equipment Group:	Fleet/Non-Retail 5338
Additional Equipment:	None
Estimated Number of vehicles needed:	1

SPECIFICATIONS

Category 3	VANS
Make and Model:	Dodge Grand Caravan FWD SXT
Equipment Group:	29R
Additional Equipment:	None
Estimated Number of vehicles needed:	1

SPECIFICATIONS

Category 3	VANS
Make and Model:	Ford Transit Van 350, Long Wheelbase
Equipment Group:	n/a
Additional Equipment:	Cargo Area LED Load Compartment; Lighting Package
Estimated Number of vehicles needed:	1

BIDDER’S CONTACT INFORMATION SHEET

Bidder shall provide with its bid response the following information:

- Person or persons to contact for expediting UCS contract orders:

Name:

Title:

Telephone Number:

Toll Free Telephone Number:

Fax Number:

Toll Free Fax Number:

E-Mail Address:

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Name:

Title:

Telephone Number:

Fax Number:

Pager Number:

Cellular Telephone Number:

E-Mail Address:

III. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS

Note to Bidders

1. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV- Procurement Lobbying Law required forms

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms , and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under “Addenda” for the appropriate solicitation, are incorporated and made a part of this solicitation.

2. Attachment III - Vendor Responsibility Questionnaire

The NYS Unified Court System (UCS) is required to conduct a review of a prospective Contractor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective Contractor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete a paper questionnaire and submit it with their proposal.

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor Identification Number.) For VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

3. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this bid document.

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded Contractor. Once the process is initiated, awarded Contractor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website:
http://www.osc.state.ny.us/vendor_management/.

Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS/OCA solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3, 4 of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; proof of Workers' Compensation and Disability Benefits insurance coverage (See "Insurance Requirements" on page 7); and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder's response.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

Estimated Quantities

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

Compliance with Laws

Awarded Contractor(s) must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to, fire, health and safety codes, prior to and during the provision of all services under the contract resulting from this RFB/RFP.

Independent Contractor Status

It is expressly understood and agreed that the awarded Contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the Contractor is an employee of the UCS, OCA or State of New York. The awarded Contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded Contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded Contractor or any of its employees or subcontractors.

Rejected and Unacceptable Bids/Proposals

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect, or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

Responsible Bidder

A bidder shall be defined as “responsible” in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire), and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder’s proposal and/or to determine a bidder’s compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS’s request for clarification, shall be included as a formal part of the bidder’s proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder’s proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

References

Each bidder must provide at least three (3) references, other than UCS, including the company/agency name, complete address, contact name, title, telephone number and email address, for whom the bidder has provided similar services at any time during the past three (3) years.

Indemnity

Awarded Contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney’s fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded Contractor’s breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded Contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded Contractor’s performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Unified Court System Self-Insurance

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

Insurance Requirements

Awarded Contractor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expense:

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. **Each vendor must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption.** Vendor must obtain the appropriate Workers Compensation Board forms from its insurance carrier or licensed agent, or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at <http://www.wcb.ny.gov> under "Forms" for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers' Compensation Board
Bureau of Compliance
(518) 462-8882
(866) 298-7830

Only the following forms will be accepted:

Proof of Workers' Compensation Coverage

- **Form C-105.2** - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - Certificate of Workers' Compensation Self-Insurance; or
- **Form GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

On forms that have a space for a certificate holder to be listed, the carrier must enter:

NYS Unified Court System
Office of Court Administration
25 Beaver Street, Room 840
New York, NY 10004

The insurance carrier will notify the certificate holder if a policy is canceled.
Please note: An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

For additional information regarding worker's compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov> under "Employers/Businesses."

2. Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million, per occurrence, \$2million, aggregate
Personal Injury and Advertising:	\$1 million aggregate
Contractual and Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

Confidentiality

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the court, or which may be otherwise encountered by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder nor any of its employees, servants, Contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of UCS. Any breach of this confidentiality by the bidder or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS and may subject the bidder to further penalties.

Awarded Contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

Confidential/Proprietary Information

If applicable, bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and must provide justification why such material, upon request, should not be disclosed to parties other than UCS. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

Financial Stability

Upon request by UCS, bidder shall provide its audited financial statements prepared in accordance with GAAP-Generally Accepted Accounting Principles for the past three (3) consecutive years and a copy of its last three (3) annual reports.

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the awarded Contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the Contractor's removal from the UCS/OCA's bidders list for future solicitations.

Implied Requirements

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

Silence of the Specifications

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

EXHIBIT 1

MANUFACTURER'S/AUTHORIZED DEALER'S CERTIFICATE

NOTE TO BIDDERS:

This " Manufacturer's/Authorized Dealer's Certificate" is to be removed, and forwarded to the manufacturer/authorized dealer by the bidder, completed and returned to the bidder by the manufacturer/authorized dealer, and submitted with the bidder's offer. (See "QUALIFICATION OF BIDDER" clause.)

BIDDER'S COMPANY NAME:

STREET ADDRESS:

CITY, STATE, ZIP:

The manufacturer/authorized dealer executing this certificate by signature below does hereby attest to the accuracy and validity of the responses to the following questions:

1. Is the bidder listed above an authorized dealer or independent leasing company? _____
Yes _____ No _____
2. Do you as a manufacturer/authorized dealer agree to supply the bidder with all quantities of products ordered pursuant to any resulting contract with the UCS? _____ Yes
_____ No

MANUFACTURER'S/AUTHORIZED DEALER'S COMPANY NAME:

ADDRESS:

PHONE AND FAX NUMBERS:

PRINTED OR TYPED COPY OF SIGNATURE

SIGNATURE OF AUTHORIZED MANUFACTURER'S/DEALER REPRESENTATIVE:

TITLE:

DATE:

EXHIBIT 2

VEHICLE LEASE TERMS

Capitalized terms used herein shall have the respective meanings ascribed to them in the RFB/RFP.

Term

Each vehicle lease shall be for the period of thirty-six (36) months, and shall commence on the date the vehicle is accepted by an Authorized User.

Early Termination

Authorized User shall have the right, at its convenience, to terminate any vehicle lease prior to the expiration of the lease period, provided: (i) the vehicle shall be returned in accordance with the requirements herein and (ii) UCS may be responsible for the payment of a commercially reasonable early termination fee in accordance with Contractor's standard fee schedule, which fees shall in no event be higher than the lowest early termination fees chargeable to other lease customers of Contractor. A recitation of bidder's early termination formula/charges must be included with the bid. The foregoing shall not apply to early lease termination due to the default of Contractor.

Price

The monthly lease rate for each vehicle shall be a firm fixed thirty-six (36) month rate, as more particularly set forth in the Bid Response Form and Pricing Sheets completed by Contractor.

Vehicle Lease Billing and Payments

(a) Vehicle lease payments shall be due 30 days after delivery of a monthly invoice to the Authorized User at the address listed on the vehicle purchase order submitted by Authorized User.

(b) Each invoice must contain:

- Contract number
- Purchase order number
- Vehicle number, make and model
- Line item listing of applicable charges
- Date of delivery (initial invoice only)

(c) Payment shall accrue from the date each vehicle is delivered to and accepted by the Authorized User, and shall continue until the expiration of the lease period or early termination thereof. However, lease payments shall accrue until the earlier of: (i) the return of a vehicle date, as provided in accordance with the terms of the section, "Return of Vehicles" set forth below or

(ii) the date of loss for a vehicle deemed beyond repair as provided in the section, "Loss/Damage" set forth below.

(d) Payment shall not accrue for any vehicle that does meet the requirements contained in the Vehicle Lease Terms, until the time as such requirement is met, or the vehicle is replaced.

(e) 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 Authorized User's possession.

Payment Default of UCS

In the event UCS defaults in the payment of any lease fees, and should such default continue for a period of sixty (60) days following receipt by the UCS in writing of such default, Contractor may repossess the vehicle subject to such default, and thereupon terminate the lease and any rights, title or interest of UCS to such vehicle. To the extent permitted by law, Contractor may recover all reasonable costs and expenses in connection with such default, including reasonable attorney's fees. Notwithstanding the foregoing, UCS shall be deemed to be diligently curing any such default if UCS has taken all required steps pursuant to standard New York State procedures to cause payment to be made to Contractor by OSC. Additionally, timeliness of payments and interest due Contractor for late payment shall be governed by Article XI-A of the New York State Finance Law.

Mileage

Maximum per leased vehicle of 60,000 miles over 3 years.

UCS will pay a fixed excess fee per mile at Contractor's "then-current" rates offered to comparable customers.

Authorized Users may "spend" their allotted mileage in any increment they wish throughout the vehicle lease period, (e.g., 20,000 miles year 1; 25,000 miles year 2; 15,000 miles year 3.)

Delivery

Shipping Dates and Delivery Time

- Contractor shall provide to UCS and maintain written mailing and an email addresses for receipt of vehicle orders, which shall only be valid if made via written purchase order by Authorized User.
- Contractor shall provide written acknowledgement of orders, including anticipated delivery date, within five (5) business days after receipt of order to ***Captain James Campbell, OCA Fleet Services and Jeff Casper, OCA Procurement, NYS Office of***

Court Administration (“OCA”), by email at JCampbel@nycourts.gov and jasper@nycourts.gov.

- UCS may cancel any order by notice to Contractor within five (5) business days of receipt of Contractor’s written acknowledgment if it determines the anticipated delivery date specified therein is not acceptable, in its sole discretion. Unless waived or extended by UCS in writing, such anticipated delivery date shall in no event be later than 120 days from date of order.
- Contractor shall furnish the Authorized User with written acknowledgement of the actual delivery date (which shall not be later than the anticipated delivery date, and shall not be earlier than such date, unless agreed to in writing by the ordering location) at least two weeks prior to shipment. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.
 - Vehicle pick-up by the Authorized User must be made within ten (10) business days following written notification by the Contractor.
- If shipment will not be made within the delivery time, the Contractor must notify the ordering party in writing at least two weeks prior to the anticipated delivery date. Such notification must state the latest date the vehicle will be shipped. Should the delay not be acceptable to the ordering party, the Authorized User or UCS may cancel such order within five (5) business days of receipt thereof (or if no such notice is timely delivered, at any time after the anticipated delivery date). In addition, the same may be deemed a default under the Master Agreement.
- All correspondence concerning delivery dates and delivery time shall be directed to the contact person indicated on the purchase order(s.) Subject to the terms hereof, delivery shall be made in accordance with instructions on purchase order from each Authorized User.

Delivery Location - Delivery shall be made to the location requested by the Authorized User, or to the nearest authorized New York State dealer, at the Contractor’s option.

Condition Upon Delivery

New Vehicles

Each vehicle furnished under this RFP/RFB shall be new, latest 2015 model, of good quality and in safe operating condition, and shall comply with current Federal Motor Vehicle Safety Standards applicable to the vehicle, as well as applicable specifications and requirements of these Vehicle Lease Terms and the RFP/RFB. “New” shall mean factory produced and assembled for the first time; i.e., not previously sold, rented or used, in part or in whole, as demonstration or floor models; new car window sticker shall be properly affixed to vehicle.

Warranty

Each vehicle shall be covered under the manufacturer’s standard warranty for new vehicles delivered. The manufacturer’s standard warranty period for all coverage shall begin on the Acceptance Date (defined below).

Equipment

All vehicles must be equipped with all standard equipment specified by the manufacturer for each make and model, regardless of whether they are included in the specifications herein. When optional equipment is specified, all components listed in the manufacturer's data book, as being included with the option shall be furnished. All equipment must be OEM factory installed, or if other than standard equipment, installed by a factory authorized dealer.

Operator's 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.

New York State DMV Inspection

All vehicles must be delivered with complete NYS Motor Vehicle Inspection. In the event that a vehicle is not properly inspected, or if the New York State Department of Motor Vehicles inspection sticker is not properly affixed, Authorized User may, at its option: (a) have the vehicle inspected and deduct \$250 from the next invoice(s) payable to cover the cost of the inspection and to compensate for time or (b) return and/or not accept the vehicle.

Vehicle Colors

Contractor shall offer manufacturers standard colors for each vehicle.

Odometer

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.

Fuel

All vehicles shall be delivered with at least 1/4 tank of fuel.

Service

Vehicles must be delivered "Ready for Use." 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:

- | | |
|---|--|
| <input type="checkbox"/> Lubrication, | <input type="checkbox"/> NY UCS Inspection, |
| <input type="checkbox"/> Wash, | <input type="checkbox"/> Body condition, |
| <input type="checkbox"/> Engine tune-up, | <input type="checkbox"/> and all other checks and adjustments required |
| <input type="checkbox"/> Wheel alignment, | for proper complete servicing of a new vehicle. |

If a vehicle is delivered with deviations or improper servicing, the Contractor must arrange to cure any such deviations within five (5) days (exclusive of Saturdays, Sundays, and holidays) of : (i) delivery (if improper servicing is noted at such time or (ii) receipt of written notification from UCS within thirty (30) days of delivery. Otherwise, Authorized User shall, at its option, have the corrections made at Contractor's expense, or exercise such other options as may be available to the Authorized User or UCS, including, but not limited to, rejecting the vehicle.

Inspection/Acceptance of Leased Vehicles

Inspection

Authorized User shall inspect each vehicle promptly upon delivery. If the vehicle does not meet all applicable specifications and requirements, the vehicle may be rejected, or, at its option, Authorized User may negotiate a reasonable adjustment to the lease fee with the Contractor.

Acceptance

Acceptance of a vehicle shall not be binding as to any latent defects not discoverable through physical inspection of the vehicle. If the Contractor fails to replace the vehicle or correct latent defects, the Authorized User may (a) correct the defect or (b) return the vehicle and arrange for the lease of a similar vehicle, in which event: (i) all lease charges for such vehicle shall terminate as of the date of such return and (ii) any costs incurred may, at the option of UCS, be set off against any monies due and owing Contractor, in addition to any other remedies available.

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

Contractor shall secure a signed receipt from Authorized User certifying to delivery of vehicle in the condition required hereunder. In the event deficiencies are later noted and a properly signed receipt is not available, Contractor will be responsible for any deficiency later noted by Authorized User, whether patent or latent, irrespective of the date of notification.

Operation and Maintenance

The Authorized User shall keep and maintain each vehicle in good operating condition and in accordance with manufacturer's specifications. UCS shall be responsible for the performance of

all service, maintenance, including tires, and repair (except as covered by the basic manufacturer's warranty) required for the continued validation of the vehicle warranty. The Authorized User 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 Authorized User 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 the vehicle manufacturer.

Post-Delivery Service

Post-delivery service by authorized representatives of the vehicle and equipment manufacturers must be available within New York State.

All warranty service shall be provided directly through the manufacturer's authorized dealers. At the request of UCS, Contractor shall be responsible for resolving any warranty disputes between UCS and vehicle manufacturer.

Marking of Leased Vehicles

The Authorized User may place nonpermanent markings or decals as appropriate, identifying the using facility or UCS, on any leased vehicle. All vehicles with non-permanent markings or decals will be returned to the dealer who shall remove such markings or decals as provided in the section entitled, "Return of Vehicles."

Title, Registration and Insurance of Vehicle

Vehicles shall be titled to Contractor throughout the period of the lease. Pursuant to New York State Vehicle and Traffic Law, vehicles shall be registered in the name of the UCS. Contractor shall bear the costs of titling the vehicles. UCS shall be responsible for costs associated with registering the vehicles. Contractor shall retain possession of the lease vehicle title.

Certificate of Title

Should the Contractor require a change in the Certificate of Title, any costs incurred to implement the change, shall be borne by the Contractor, which shall be made in accordance with current New York State Vehicle & Traffic Law.

Re-registration and Assignment of Plates

UCS and Authorized Users retain the right to re-register vehicles or assign new plates to vehicles. Contractor shall, upon request, provide any documentation required to perform any such re-registration at no cost or expense.

Reassignment of Vehicles

The UCS reserves the right to reassign any vehicle to other Authorized Users during the lease period upon written notification to Contractor within thirty (30) days of such reassignment, listing the name and address of such subsequent Authorized User. Contractor will send all future lease invoices to such subsequent Authorized User as soon as practicable upon receipt of such notice.

Payment of Traffic Fines

The Contractor 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 during the lease period.

Recalls

The Contractor must immediately notify the Authorized User in writing, and Captain James Campbell, by email at JCampbel@nycourts.gov (or such other person designated by UCS) of any recalls pertaining to any vehicle(s) leased hereunder.

Return of Vehicles

(a) At least thirty (30) days prior to the expiration or termination of a vehicle lease period, Contractor shall contact Captain James Campbell at JCampbel@nycourts.gov (or such other person as UCS shall designate) to indicate whether the vehicle will be picked up by Contractor at the location of the Authorized User (which date shall be not later than ten (10) calendar days after the end of the lease period), returned to the place where delivery of the vehicle was made, or to another location (which shall be subject to the approval of Authorized User). Liability for lease payments will end on the later of: (i) the last date of the lease period; (ii) the date the vehicle is delivered to the location, determined as set forth above, or (iii) the earliest date provided by Authorized User for pickup of the vehicle.

(b) Vehicles shall be returned in good operating condition, with all equipment originally delivered, subject to normal wear and tear. For purposes hereof, "normal wear and tear" is defined as including wear normally accrued to a motor vehicle for use in both rural and metropolitan areas over the lease period, including, but not limited to, dents, dings, paint chips, scratches, any non-permanent markings or identifying decals which may remain affixed to vehicles, pitted, but not cracked windshields, and interior wear such as soiled carpets and seats.

All tires must be returned with a minimum of 4/32 an inch of tread remaining including the spare tire. No document, including, a damage estimate, which may be signed by an Authorized User, shall supersede the requirements herein.

(c) Any non-permanent markings or identifying decals remaining affixed to vehicles by Authorized Users shall be removed by Contractor at no charge.

(d) The Contractor shall be responsible for performing a visual inspection of each returned vehicle prior to its removal from the Authorized User's custody and shall furnish to the UCS at the time of such inspection a copy thereof signed and dated by both the Authorized User representative and the Contractor's representative. Contractor may perform a mechanical inspection, a copy of which shall be provided to Authorized User not more than three (3) business days after return of the vehicle. If a vehicle is returned in condition other than as required herein, Contractor shall promptly submit an invoice to Authorized User detailing same. Invoiced repair amounts shall be obtained from a reputable industry guide, and must be documented by clear evidence of any such damage. Any damage estimate of more than \$2,000 shall require a valid estimate from an independent repair facility. UCS will not be responsible for items not listed on the inspection. UCS reserves the right to obtain an independent inspection and/or repair appraisal upon notice to Contractor within seven (7) days after the later of delivery of Contractor's inspection or invoice to Authorized User.

Loss/Damage

The UCS shall be responsible for loss of or damage to:

(1) Leased vehicles, except for (i) normal wear and tear; (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 UCS liable for such loss, damage, injury, or death under the laws of the State of New York.

The Authorized User or UCS will notify the Contractor within three (3) business days of accident/theft/vandalism that results in loss or damage to a leased vehicle, 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 (as determined by Contractor, in its reasonable discretion) or not recovered thirty (30) days after the date of theft, the Contractor will be reimbursed the residual value of the vehicle based on the average of the wholesale and retail price as listed in the current monthly edition of the NADA used car book at the time of the theft/accident/vandalism in full satisfaction of any and all liabilities under the lease, provided that the court location(s)'s liability to pay the monthly cost shall cease as of the time of the accident/theft/vandalism. The accrued lease cost for the month in which the accident/theft/vandalism occurs shall be determined on a pro-rata monthly basis.

Additional Terms

No terms of any document submitted by Contractor shall be effective to alter or add to the provisions contained in these Vehicle Lease Terms (including any documentation which may be submitted and/or signed by an Authorized User) without the prior written approval of USC and, where necessary, the Office of the New York State Attorney General and the Office of the New York State Comptroller.

BID RESPONSE FORM AND PRICING SHEET

Bidder must complete and submit all 27 pages with its bid response, or it will be disqualified. In the event that bidder is not bidding on any specific make and model, it shall indicate “No-bid” on the line for that make and model as well as on the Summary Bid Response Form.

CATEGORY 1: SEDANS

SPECIFICATIONS

Category 1	Sedan (mid size)
Make and Model:	Ford Fusion 4DR FWD sedan SE
Equipment Group:	200A
Additional Equipment:	None
Estimated number of vehicles:	3
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____ <div style="text-align: right;">X 3</div> Cost for 3 vehicles: \$ _____

Bidder’s Company Name:
 Authorized Officer’s Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 1	Sedan (mid size)
Make and Model:	Chevrolet Malibu 4dr Sedan LS w/1FL
Equipment Group:	1FL (Fleet or Gov order types only)
Additional Equipment:	None
Estimated number of vehicles:	3
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: $\$ \underline{\hspace{2cm}} / \text{month} \times 36 \text{ months} = \text{Cost per Vehicle} \quad \$ \underline{\hspace{2cm}}$ <div style="text-align: right; margin-right: 100px;">X 3</div> Cost for 3 vehicles: \$ $\underline{\hspace{2cm}}$

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 1	Sedan (mid size)
Make and Model:	Ford Fusion Hybrid 4dr FWD Sedan SE
Equipment Group:	500A
Additional Equipment:	None
Estimated number of vehicles:	3
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____ <div style="text-align: right;">X 3</div> Cost for 3 vehicles: \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Toyota Camry Hybrid 4dr Sedan LE (CVT)
Equipment Group:	n/a
Additional Equipment:	None
Estimated number of vehicles:	3
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____ <div style="text-align: right;">X 3</div> Cost for 3 vehicles: \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Chevrolet Impala 4dr Sedan LS w/1FL
Equipment Group:	1FL (fleet only)
Additional Equipment:	Law Enforcement Police Package from Cruisers Division
Estimated number of vehicles:	2
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____ <div style="text-align: right;">X 2</div> Cost for 3 vehicles: \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Ford Taurus 4dr AWD Sedan SE
Equipment Group:	100A
Additional Equipment:	None
Estimated number of vehicles:	3
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: $\$ \underline{\hspace{2cm}} / \text{month} \times 36 \text{ months} = \text{Cost per Vehicle} \quad \$ \underline{\hspace{2cm}}$ $\hspace{15em} \times 3$ Cost for 3 vehicles: \$ $\underline{\hspace{2cm}}$

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Ford Taurus 4DR FWD sedan SEL
Equipment Group:	100A
Additional Equipment:	Law Enforcement Police Package from Cruisers Division
Estimated number of vehicles:	1
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost	
60,000 mile package:	
\$ _____ / month x 36 months = Cost per Vehicle	\$ _____
Police Package (1)	\$ _____
Total Cost of Vehicle (sum of the above)	\$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Ford Taurus 4DR AWD sedan SEL
Equipment Group:	200A
Additional Equipment:	None
Estimated number of vehicles:	3
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: $\$ \underline{\hspace{2cm}} / \text{month} \times 36 \text{ months} = \text{Cost per Vehicle} \quad \$ \underline{\hspace{2cm}}$ <div style="text-align: right; margin-right: 100px;">X 3</div> Cost for 3 vehicles: \$ $\underline{\hspace{2cm}}$

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 1	Sedan (full size)
Make and Model:	Ford Taurus 4DR AWD Sedan SEL
Equipment Group:	200A
Additional Equipment:	Law Enforcement Police Package from Cruisers Division
Estimated number of vehicles:	1
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost	
60,000 mile package:	
\$ _____ / month	x 36 months = Cost per Vehicle \$ _____
Police Package (1)	\$ _____
Total Cost of Vehicle (sum of the above)	\$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

CATEGORY 2: SUVs

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Ford Explorer 4dr 4x4 XLT
Equipment Group:	200A
Additional Equipment:	None
Estimated number of vehicles:	4
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: $\$ \underline{\hspace{2cm}} / \text{month} \times 36 \text{ months} = \text{Cost per Vehicle} \quad \$ \underline{\hspace{2cm}}$ <div style="text-align: right;">X 4</div> Cost for 4 vehicles: \$ $\underline{\hspace{2cm}}$

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Ford Explorer 4dr 4x4 XLT
Equipment Group:	200A
Additional Equipment:	Law Enforcement Police Package from Cruiser Division
Estimated number of vehicles:	2
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost	
60,000 mile package:	
\$ _____ / month	x 36 months = Cost per Vehicle \$ _____
Cost for two (2) vehicles	x2 = \$ _____
Police Package (2)	\$ _____ each x 2 = \$ _____
Total Cost of Vehicles (sum of the above)	\$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Chevrolet Tahoe 4wd 4dr LS
Equipment Group:	Fleet/Non-Retail CK15706
Additional Equipment:	None
Estimated number of vehicles:	4
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: $\$ \underline{\hspace{2cm}} / \text{month} \times 36 \text{ months} = \text{Cost per Vehicle} \quad \$ \underline{\hspace{2cm}}$ <div style="text-align: right;">X 4</div> Cost for 4 vehicles: \$ $\underline{\hspace{2cm}}$

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Chevrolet Tahoe 4wd 4dr LS
Equipment Group:	Fleet/Non-Retail CK15706
Additional Equipment:	Law Enforcement Police Package from Cruiser Division
Estimated number of vehicles:	2
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost	
60,000 mile package:	
\$ _____ / month	x 36 months = Cost per Vehicle \$ _____
Cost for two (2) vehicles	x2 = \$ _____
Police Package (2)	\$ _____ each x 2 = \$ _____
Total Cost of Vehicles (sum of the above)	\$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Jeep Grand Cherokee Laredo 4dr 4x4
Equipment Group:	23A
Additional Equipment:	
Estimated number of vehicles:	4
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____ <div style="text-align: right;">X 4</div> Cost for 4 vehicles: \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 2	SUVs
Make and Model:	Jeep Grand Cherokee Laredo 4dr 4x4
Equipment Group:	23A
Additional Equipment:	Law Enforcement Police Package from Cruiser Division
Estimated number of vehicles:	2
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost	
60,000 mile package:	
\$ _____ / month	x 36 months = Cost per Vehicle \$ _____
Cost for two (2) vehicles	x2 = \$ _____
Police Package (2)	\$ _____ each x 2 = \$ _____
Total Cost of Vehicles (sum of the above)	\$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

CATEGORY 3: VANS

SPECIFICATIONS

Category 3	VANS
Make and Model:	Ford Transit 250 Cargo
Equipment Group:	101A
Additional Equipment:	None
Estimated number of vehicles:	2
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____ <div style="text-align: right;">X 2</div> Cost for 2 vehicles: \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 3	VANS
Make and Model:	Ford Transit 350 Cargo
Equipment Group:	101A
Additional Equipment:	None
Estimated number of vehicles:	1
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 3	VANS
Make and Model:	Ford Transit 350 Cargo 15 Passenger
Equipment Group:	301A
Additional Equipment:	None
Estimated number of vehicles:	1
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 3	VANS
Make and Model:	Chevrolet Express Cargo RWD 2500
Equipment Group:	Fleet/Non-Retail CG23405
Additional Equipment:	None
Estimated number of vehicles:	1
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 3	VANS
Make and Model:	Toyota Sienna 5dr 8-pass LE FWD
Equipment Group:	Fleet/Non-Retail 5338
Additional Equipment:	None
Estimated number of vehicles:	1
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 3	VANS
Make and Model:	Dodge Grand Caravan FWD SXT
Equipment Group:	29R
Additional Equipment:	None
Estimated number of vehicles:	1
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET

SPECIFICATIONS

Category 3	VANS
Make and Model:	Ford Transit Van 350, Long Wheelbase
Equipment Group:	n/a
Additional Equipment:	Cargo Area LED Load Compartment; Lighting Package
Estimated number of vehicles:	1
Delivery:	_____ days A/R/O

PRICING

Monthly Lease Rate – 36 Months Cost
60,000 mile package: \$ _____ / month x 36 months = Cost per Vehicle \$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date:

BID RESPONSE FORM AND PRICING SHEET: SUMMARY BID RESPONSE FORM

Category 1: Models SEDANS	Estimated # vehicles	36-month Cost
Ford Fusion 4DR FWD sedan SE	3	\$ _____
Chevrolet Malibu 4dr Sedan LS w/1FL	3	\$ _____
Ford Fusion Hybrid 4dr FWD Sedan SE	3	\$ _____
Toyota Camry Hybrid 4dr Sedan LE (CVT)	3	\$ _____
Chevrolet Impala 4dr Sedan LS w/1FL w/Police Package	2	\$ _____
Chevrolet Impala 4dr Sedan LS w/1FL	3	\$ _____
Ford Taurus 4dr AWD Sedan SEL	3	\$ _____
Ford Taurus 4DR FWD sedan SE w/Police Package	1	\$ _____
Ford Taurus 4dr AWD Sedan SEL	3	\$ _____
Ford Taurus 4dr AWD Sedan SEL w/Police Package	1	\$ _____
Category 2: Models SUVs		
Ford Explorer 4dr 4x4 XLT	4	\$ _____
Ford Explorer 4dr 4x4 XLT w/Police Package	2	\$ _____
Chevrolet Tahoe 4wd 4dr LS	4	\$ _____
Chevrolet Tahoe 4wd 4dr LS w/Police Package	2	\$ _____
Chevrolet Equinox AWD 4dr LS 1LG26	4	\$ _____
Chevrolet Traverse AWD 4dr LS CV14526	4	\$ _____
Jeep Grand Cherokee Laredo 4dr 4x4	4	\$ _____
Jeep Grand Cherokee Laredo 4dr 4x4 w/Police Package	2	\$ _____

BID RESPONSE FORM AND PRICING SHEET:

SUMMARY BID RESPONSE FORM (cont.)

Category 3: Models VANS	Estimated # vehicles	36-month Cost
Ford Transit 250 Cargo	2	\$ _____
Ford Transit 350 Cargo	1	\$ _____
Ford Transit 350 Cargo 15-Passenger	1	\$ _____
Chevrolet Express Cargo RWD 2500	1	\$ _____
Toyota Sienna 5dr 8-pass LE FWD	1	\$ _____
Dodge Grand Caravan FWD SXT	1	\$ _____
Ford Transit Van 350 Long Wheelbase	1	\$ _____

Bidder's Company Name:

Authorized Officer's Name and Signature:

Date: