

**DECEMBER
STATEWIDE CONTRACT #1
SWC # 222
Edison # 40589**

**Department of General Services
Central Procurement Office
(CPO)**

**VENDOR:
Acme Auto Leasing, LLC**



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM
GOVERNOR

ROBERT E. OGLESBY, AIA
COMMISSIONER

MEMORANDUM

TO: Fiscal Review Committee
FROM: Katie Lillard, Category Specialist
DATE: November 21, 2014
SUBJECT: Amendment One – Addition of Line and Special Term

Statewide Contract #222 for leased vehicles is used by all state agencies. This statewide contract has one (1) Edison contract associated with it, #40589 Acme Auto Leasing LLC.

This amendment request is to add two items:

1. Addition of a line for a non-FFV (Flex Fuel Vehicle) 7-Passenger Minivan. The only FFV 7-Passenger Minivan available in the market for 2015 model year had a manufacturer order cut-off date of November 14, 2014 and as such is no longer available to the State as an option.
2. Addition of Special Term & Condition to describe the process by which vehicle models and/or options will be added in the situation where a vehicle is no longer available to the State within the specification. For example, this amendment will allow the Contractor to provide the lowest cost option in the event the FFV vehicle is no longer produced by any vehicle manufacturer.

CENTRAL PROCUREMENT OFFICE

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(615) 741-1035 • FAX: (615) 741-0684 • WWW.TN.GOV/GENERALSERV/

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Katie Lillard	*Contact Phone:	(615) 741-7078		
*Presenter's name(s):	Shay Oliphant/Katie Lillard				
Edison Contract Number: <i>(if applicable)</i>	SWC 222, Edison contract #40589	RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	2/13/2014	*Current or Proposed End Date:	2/12/2016		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>		02/01/2015			
*Department Submitting:		Department of General Services			
*Division:		Central Procurement Office			
*Date Submitted:		11/21/2014			
*Submitted Within Sixty (60) days:		Yes			
<i>If not, explain:</i>					
*Contract Vendor Name:		Acme Auto Leasing LLC			
*Current or Proposed Maximum Liability:		N/A, SWC #222			
*Estimated Total Spend for Commodities:		\$46,263,942			
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY2014:	FY2015:	FY2016:	FY2017:	FY2018	FY2019
\$3,800,865	\$5,532,782	\$6,904,699	\$8,456,615	\$10,008,532	\$8,456,615
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY2014:	FY2015:	FY2016:	FY2017:	FY2018	FY2019
\$0	\$89,462	\$N/A	\$ N/A	\$ N/A	\$ N/A
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Statewide contract with no maximum liability		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:					
State:	N/A		Federal:	N/A	
	N/A		Other:		

Supplemental Documentation Required for
Fiscal Review Committee

<i>Interdepartmental:</i>			
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
None			
Method of Original Award: <i>(if applicable)</i>		ITB	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$46,263,942; based on estimated volumes and historical contract pricing	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		N/A	

SWC#222 – Vehicle Leasing – Edison #40589

Contract Start Date: February 13, 2014
System Expiration Date: February 12, 2015
Original Number of Renewals: 8
Renewals Remaining: 8
Competitively Procured: Yes
of Invitations Sent: 47
of Responses Received: 2
Requested Action:

1. Amendment for addition of non-FFV minivan due to unavailability to the State of FFV minivan for 2015 model year and addition of Special Term to create a Memorandum of Understanding between the State and the Contractor in the event a specified vehicle is no longer available due to reasons set by the manufacturer.

2. Contract renewal

Vendor Name and Location:

ACME Auto Leasing LLC
440 Washington Ave
North Haven, CT 06473

Main User Agencies: All agencies

Estimated Annual Volume:

Year 1 \$3,800,865
Year 2 \$5,532,782
Year 3 \$6,904,699
Year 4 \$8,456,615
Year 5 \$10,008,532
Year 6 \$8,456,615
Year 7 \$3,103,834
Year 8 \$0
Year 9 \$0

Spend to Date: \$89,462 (2/13/2014-11/20/2014)

Original Estimated Annual Cost Savings (if any): N/A

Background: The contract for vehicle leasing was created to provide a source of leased vehicles as an alternative to vehicle purchase. In many situations, agencies do not have the upfront money to make a purchase for fleet additions so this contract gives the agencies the ability to get a new car at a monthly cost with no upfront payment required. All of the vehicles are leased

under a 36-month term with monthly payment including the vehicle and all maintenance required to maintain the vehicle.

Contract Line Items:

Line	Item ID	Item Description
2	1000163564	Mid Size Sedan 36-Month Lease
3	1000163553	Mid Size Sedan Additional 12-Month Lease
4	1000163554	7 Passenger Minivan 36-Month Lease
5	1000163555	Mid Size Crossover 36-Month Lease
6	1000163556	7 Passenger Minivan Additional 12-Month Lease
7	1000163557	Mid Size Crossover Additional 12-Month Lease
8	1000163558	Excess Mileage Charge over 60,000 Miles
9	1000163559	3/4 T Pickup 2WD 6' 36-Month Lease
10	1000163560	3/4 T Pickup 4WD 6' 36-Month Lease
11	1000163561	3/4 T Pickup 2WD 8' 36-Month Lease
12	1000163562	3/4 T Pickup 4WD 8' 36-Month Lease
13	1000163563	1/2 T Pickup 2WD 6' 36-Month Lease
14	1000163565	1/2 T Pickup 4WD 6' 36-Month Lease
15	1000163566	1/2 T Pickup 2WD 8' 36-Month Lease
16	1000163567	1/2 T Pickup 4WD 8' 36-Month Lease
17	1000163568	Compact Sedan 36-Month Lease
18	1000163569	Full Size Sedan 36-Month Lease
19	1000163570	Small SUV 36-Month Lease
20	1000163571	Mid Size SUV 36-Month Lease
21	1000163572	Full Size SUV - Cloth 36-Month Lease
22	1000163573	Full Size SUV - Leather 36-Month Lease
23	1000163574	3/4 T Pickup 2WD 6' Additional 12-Month Lease
24	1000163575	3/4 T Pickup 4WD 6' Additional 12-Month Lease
25	1000163576	3/4 T Pickup 2WD 8' Additional 12-Month Lease
26	1000163577	3/4 T Pickup 4WD 8' Additional 12-Month Lease
27	1000163578	1/2 T Pickup 2WD 6' Additional 12-Month Lease
28	1000163579	1/2 T Pickup 4WD 6' Additional 12-Month Lease

29	1000163580	1/2 T Pickup 2WD 8' Additional 12-Month Lease
30	1000163581	1/2 T Pickup 4WD 8' Additional 12-Month Lease
31	1000163582	Compact Sedan Additional 12-Month Lease
32	1000163583	Full Size Sedan Additional 12-Month Lease
33	1000163584	Small SUV Additional 12-Month Lease
34	1000163585	Mid Size SUV Additional 12-Month Lease
35	1000163586	Full Size SUV - Cloth Additional 12-Month Lease
36	1000163587	Full Size SUV - Leather Additional 12-Month Lease
37	1000163588	Compact Ext Cab 2WD 36-Month Lease
38	1000163589	Compact Ext Cab 4WD 36-Month Lease
39	1000163590	Nissan Pathfinder 36-Month Lease
40	1000163591	Nissan Altima 36-Month Lease
41	1000163592	Compact Ext Cab 2WD Additional 12-Month Lease
42	1000163593	Compact Ext Cab 4WD Additional 12-Month Lease
43	1000163594	Nissan Pathfinder Additional 12-Month Lease
44	1000163595	Nissan Altima Additional 12-Month Lease
45	1000163596	Full Size Hybrid Sedan 36-Month Lease
46	1000163597	Full Size Hybrid Sedan Additional 12-Month Lease
47	1000163598	VW Passat 36-Month Lease
48	1000163599	VW Passat Additional 12-Month Lease



CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID 40589	Contract # SWC #222 Vehicle Leasing	Amendment # 1
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Contractor Legal Entity Name Acme Auto Leasing LLC	Edison Vendor ID 149385
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Amendment Purpose & Effect(s)

1. Addition of Non-FFV Minivan to vehicle list due to unavailability of FFV minivan to the State for 2015 (manufacturer's order cut-off date passed to prepare for 2016 production which does not start until early to mid-2015).
2. Addition of Memorandum of Understanding language to describe the process by which vehicle models and/or options will be added in the situation where a vehicle is unavailable to meet the specifications.

Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	End Date: December 12, 2023 with all renewal options exercised.
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TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 0**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p><i>CPO USE</i></p>
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Speed Chart (optional)	Account Code (optional)
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**AMENDMENT ONE
OF STATEWIDE CONTRACT #222 VEHICLE LEASING
EDISON CONTRACT 40589**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as the "State" and Acme Auto Leasing Name, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Attachment E Vehicle Specifications is deleted in its entirety and replaced with the new Attachment E Vehicle Specifications attached hereto.
2. The following is added to the Special Terms & Conditions as a newly numbered section 42. Adding Vehicle Models and/or Options to SWC #222 Vehicle Leasing.
 42. Adding Vehicle Models and/or Options. The State may, at its sole discretion and with written notice to the Contractor, request changes (either additions or deletions) to the vehicle specifications that are necessary but were unspecified in this Contract. Such additions and deletions will be executed without a formal Contract Amendment upon the documented mutual agreement by the Contract Parties, as follows:
 1. Memorandum of Understanding – After receipt of a written request from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for adding or deleting to the vehicle specifications and associated information. Said proposal must specify:
 - a. the effect, if any, of implementing the requested change(s) on all other services and vehicle models required under this Contract;
 - b. the expected schedule for completing the change(s); and,
 - c. the do not exceed rate for the new vehicle models and/or option(s).

The Contractor shall not perform any additional service or provide any additional vehicles until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Memorandum of Understanding (MOU) between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract. The State reserves the right to negotiate rates on vehicles and options proposed by the Contractor.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective February 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Acme Auto Leasing LLC:



SIGNATURE

11/21/14

DATE

Christopher T. Cullen

Chairman Acme Auto Leasing

PRINTED NAME AND TITLE OF SIGNATORY (above)

State of Tennessee, Department of General Services

Central Procurement Office:

Michael F. Perry

Michael F. Perry, Chief Procurement Officer

11/20/14

DATE

SWC #222 Vehicle Leasing

Attachment E Vehicle Specifications

Effective February 1, 2015

Amendment One – Addition of non-FFV 7-Passenger Minivan; pg. 24

2014 2WD ½ Ton Pickup FFV

Extended Cab 6' Bed

1. Engine-V8 FFV
2. 6.0 Ft. Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front And Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Warranty-Manufacturer Standard
20. Keys-3 Set (Start/Door)
21. Spray-In Bed Liner
22. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 2WD ½ Ton Pickup FFV

Extended Cab 8' Bed

1. Engine-V8- FFV
2. 8.0 ft. Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Warranty-Manufacturer Standard
20. Keys-3 Set (Start/Door)
21. Spray-In Bed Liner
22. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 4WD ½ Ton Pickup FFV

Extended Cab

1. Engine-V8- FFV
2. 6.0 ft Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Part Time 4WD
20. Auto Locking Hubs
21. Electronic Hi-Lo Gear Selection
22. Warranty-Manufacturer Standard
23. Keys-3 Set (Start/Door)
24. Spray-In Bed Liner
25. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 4WD ½ Ton Pickup FFV

Extended Cab

1. Engine-V8 FFV
2. 8.1 ft Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Part Time 4WD
20. Auto Locking Hubs
21. Electronic Hi-Lo Gear Selection
22. Warranty-Manufacturer Standard
23. Keys-3 Set (Start/Door)
24. Spray-In Bed Liner
25. To Include All Manufacturer Standard Equipment (No Delete)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 2WD ¾ Ton Pickup FFV

Extended Cab

1. Engine-V8 FFV
2. 6.0 ft. Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Warranty-Manufacturer Standard
20. Keys-3 Set (Start/Door)
21. Spray-In Bed Liner
22. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 4WD ¾ Ton Pickup FFV

Extended Cab

1. Engine-V8- FFV
2. 6.0 ft. Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Part Time 4WD
20. Auto Locking Hubs
21. Electronic Shift-On-The Fly 4X4
22. Warranty-Manufacturer Standard
23. Keys-3 Set (Start/Door)
24. Spray-In Bed Liner
25. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 2WD ¾ Ton Pickup FFV

Extended Cab

1. Engine-V8 FFV
2. 8.0 ft. Bed
3. Transmission-Automatic
4. Tire-Manufacturers Standard
5. Brake-Manufacturers Standard
6. Battery-Manufacturers Standard
7. Alternator-Manufacturers Standard
8. Steering-Power
9. Heat/AC- Manufactures Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Warranty-Manufacturer Standard
20. Keys-3 Set (Start/Door)
21. Spray-In Bed Liner
22. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 4WD ¾ Ton Pickup FFV

Extended Cab

1. Engine-V8- FFV
2. 8.0 ft. Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Part Time 4WD
20. Auto Locking Hubs
21. Electronic Shift-On-The Fly 4X4
22. Warranty-Manufacturer Standard
23. Keys-3 Set (Start/Door)
24. Spray-In Bed Liner
25. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 7-Passenger Minivan

1. Engine-V6- FFV
2. Transmission-Automatic
3. Tire-Manufacturers Standard
4. Brake-Manufacturers Standard
5. Battery-Manufacturers Standard
6. Alternator-Manufacturers Standard
7. Steering-Power
8. Heat/AC- Manufactures Standard
9. Floor Mats-All Weather Front and Rear
10. Interior-Cloth Seating/Carpet
11. Exterior Color-TBD At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-AM/FM/CD
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector; may be dealer installed

2014 Nissan Altima S

4 Door 109.3" Wheelbase

1. Engine-2.5 Liter-I4 DOHC 16 Valve
2. Transmission-CVT
3. Tire-Manufacturers Standard
4. Brake-Manufacturers Standard
5. Battery-Manufacturers Standard
6. Alternator-Manufacturers Standard
7. Steering-Power
8. Heat/AC-Manufacturers Standard
9. Floor Mats-All Weather Front and Rear
10. Interior-Cloth Seating/Carpet
11. Exterior Color-TBD At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-AM/FM/CD/MP3
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Warranty-Manufacturer Standard
21. Keys/Key FOBS-3 Sets (Start/Door)
22. To Include All Manufacturer Standard Equipment (No Deletes)

ONLY Acceptable Brand/model: Nissan Altima S

2014 Compact Sedan

4 door 102.4" to 106.4" wheelbase

1. Engine -4 cylinder
2. Transmission-automatic
3. Tire-manufacturer standard
4. Brake-manufacturer standard
5. Battery-manufacturer standard
6. Alternator-manufacturer standard
7. Steering-power
8. Heat/ac-manufacturer standard
9. Floor mats-all weather front and rear
10. Interior-cloth seating/carpet
11. Exterior color-tbd at time of order
12. Mirror interior-daytime/nighttime rearview
13. Mirror exterior-power/driver side control
14. Keyless entry
15. Radio-am/fm/cd
16. Rear window defogger
17. Power outlet-12 point power point
18. Tilt & cruise control
19. Power windows and locks
20. Warranty-manufacturer standard
21. Keys-3 set (start/door)
22. To include all manufacturer standard equipment (No Deletes)

2014 Compact Extended Cab Truck

2WD Extended Cab Pickup

1. Engine-V6
2. 6.1 ft Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Vinyl Floor Covering
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. Spray-In Bed Liner (May be dealer installed)
23. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2013 Compact Extended Cab Truck

4WD Extended Cab Pickup

1. Engine-V6-
2. 6.1 ft. Bed
3. Transmission-Automatic
4. Tire-Manufacturer Standard
5. Brake-Manufacturer Standard
6. Battery-Manufacturer Standard
7. Alternator-Manufacturer Standard
8. Steering-Power
9. Heat/AC- Manufacturer Standard
10. Floor Mats-All Weather Front and Rear
11. Interior-Cloth Seating/Carpet
12. Exterior Color-TBD At Time Of Order
13. Mirror Interior-Daytime/Nighttime Rearview
14. Mirror Exterior-Power/Driver Side Control
15. Keyless Entry
16. Radio-AM/FM/CD
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Part Time 4WD
21. Auto Locking Hubs
22. Electronic Hi-Lo Gear Selection
23. Warranty-Manufacturer Standard
24. Keys-3 Set (Start/Door)
25. Spray-In Bed Liner (May be dealer installed)
26. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 Full Size SUV

4wd 116" – 125" Wheelbase FFV

1. Engine-V8-FFV
2. Transmission-Automatic
3. Tire-Manufacturers Standard
4. Brake-Manufacturers Standard
5. Battery-Manufacturers Standard
6. Alternator-Manufacturers Standard
7. Steering-Power
8. Heat/Ac- Manufactures Standard
9. Floor Mats-All Weather Front And Rear
10. Interior-Cloth Seating/Carpet
11. Exterior Color-Tbd At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-Am/Fm/Cd
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows And Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. On Demand 4wd
23. Auto Locking Hubs
24. Electronic Hi-Lo Gear Selection
25. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 Full Size Suv

4wd 116" – 125" Wheelbase FFV

1. Engine-V8-FFV
2. Transmission-Automatic
3. Tire-Manufacturers Standard
4. Brake-Manufacturers Standard
5. Battery-Manufacturers Standard
6. Alternator-Manufacturers Standard
7. Steering-Power
8. Heat/Ac- Manufactures Standard
9. Floor Mats-All Weather Front And Rear
10. Interior-Leather Seating/Carpet
11. Exterior Color-Tbd At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-Am/Fm/Cd
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows And Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. On Demand 4wd
23. Auto Locking Hubs
24. Electronic Hi-Lo Gear Selection
25. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 Full Size Sedan

Flex Fuel Sedan 4 Doors 110.5" and Larger Wheelbase

1. Engine-V6-FFV
2. Transmission-Automatic
3. Tire-Manufacturer Standard
4. Brake-Manufacturer Standard
5. Battery-Manufacturer Standard
6. Alternator-Manufacturer Standard
7. Steering-Power
8. Heat/AC-Manufacturer Standard
9. Floor Mats-All Weather Front and Rear
10. Interior-Cloth Seating/Carpet
11. Exterior Color-TBD At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-AM/FM/CD
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. To Include All Manufacturer Standard Equipment (No Deletes)

2014 MID SIZE CROSSOVER

AWD 112.0" – 114.2" WHEELBASE FFV

1. Engine-4-Cyl FFV
2. Transmission-Automatic
3. Tire-Manufacturers Standard
4. Brake-Manufacturers Standard
5. Battery-Manufacturers Standard
6. Alternator-Manufacturers Standard
7. Steering-Power
8. Heat/AC- Manufactures Standard
9. Floor Mats-All Weather Front and Rear
10. Interior-Cloth Seating/Carpet
11. Exterior Color-TBD At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-AM/FM/CD
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2013 Full Size Hybrid Sedan 4 Door

107.8" to 112.2" Wheelbase

1. Engine-4-Cyl. Hybrid
2. Transmission-Automatic
3. Tire-Manufacturer Standard
4. Brake-Manufacturer Standard
5. Battery-Manufacturer Standard
6. Alternator-Manufacturer Standard
7. Steering-Power
8. Heat/AC-Manufacturer Standard
9. Floor Mats-All Weather Front and Rear
10. Interior-Leatherette Seating/Carpet
11. Exterior Color-White or Silver
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-AM/FM/CD
16. Rear Window Defogger
17. Power Outlet-12 Volt Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. To Include All Manufacturer Standard Equipment (No Deletes)

2014 Mid Size Sedan

Flex Fuel Sedan 4 Door 107.4" to 110.0" Wheelbase

1. Engine-V6-FFV
2. Transmission-Automatic
3. Tire-Manufacturer Standard
4. Brake-Manufacturer Standard
5. Battery-Manufacturer Standard
6. Alternator-Manufacturer Standard
7. Steering-Power
8. Heat/AC-Manufacturer Standard
9. Floor Mats-All Weather Front and Rear
10. Interior-Cloth Seating/Carpet
11. Exterior Color-TBD At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-AM/FM/CD
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. To Include All Manufacturer Standard Equipment (No Deletes)

2014 Mid Size SUV

4wd 112.0"– 114.8" Wheelbase FFV

1. Engine v6- FFV
2. Transmission-automatic
3. Tire-manufacturers standard
4. Brake-manufacturers standard
5. Battery-manufacturers standard
6. Alternator-manufacturers standard
7. Steering-power
8. Heat/ac- manufacturers standard
9. Floor mats-all weather front and rear
10. Interior-cloth seating/carpet
11. Exterior color-TBD at time of order
12. Mirror interior-daytime/nighttime rearview
13. Mirror exterior-power/driver side control
14. Keyless entry
15. Radio-am/fm/CD
16. Rear window defogger
17. Power outlet-12 point power point
18. Tilt & cruise control
19. Power windows and locks
20. Warranty-manufacturer standard
21. Keys-3 set (start/door)
22. To include all manufacturer standard equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 Nissan Pathfinder S

Four Door, 4wd

1. Wheelbase: 114.2"
2. Engine: 3.5l V6
3. Transmission: Auto
4. Tires: Radial, 235/65r18 With Spare, Bw
5. Brakes: Power, 4wheel Disc ,Abs Required
6. Battery: Manufacturer's Standard, Maintenance Free
7. Alternator: Manufacturer's Standard
8. Steering: Power
9. Floor Mats: Dealer Installed, Front And Rear
10. Mirror, Exterior: Left And Right, Power, Fold Away
11. Mirror, Interior: Day/Night
12. Interior: Cloth With Standard Bucket Seating
13. Air Bag: Dual, Driver & Passenger, Front And Side
14. Air Conditioner: Factory Installed Front And Rear
15. Glass: Tinted, All Windows Front With Deep Tint Rearward Of B-Pillar
16. Radio: Am/Fm Cd/Mp3, Factory Installed
17. Rear Window Defogger: Factory Installed
18. Power Outlets: 2-12 Volt
19. Tilt And Cruise Control: Factory Installed
20. Power Windows And Power Door Locks
21. Warranty: Mfg Standard

Optional Pricing:

Receiver Hitch and Wiring Harness with Connector

ONLY Acceptable Model Nissan Pathfinder S (25014)

2014 Volkswagen Passat S

Four Door 110.4" Wheelbase

1. Wheelbase: Minimum 110.4"
2. Engine: Gasoline, 2.5l 5-Cyl
3. Transmission: Auto 6 Speed
4. Tires: Radial, With Mfg. Standard Spare, BW
5. Brakes: Power, Abs Required
6. Battery: Manufacturer's Standard, Maintenance Free
7. Alternator: Manufacturer's Standard
8. Steering: Power
9. Floor Mats: Dealer Installed, Front And Rear
10. Mirror, Exterior: Left And Right, Power
11. Mirror, Interior: Day/Night
12. Interior: Cloth With Standard Seating
13. Air Bag: Dual, Driver & Passenger, Front And Side
14. Air Conditioner: Factory Installed
15. Glass: Tinted, All Windows
16. Radio: Am/Fm Push-Button, Factory Installed
17. Rear Window Defogger: Factory Installed
18. Power Outlets: 3-12 Volt
19. Tilt And Cruise Control: Factory Installed
20. Power Windows And Power Door Locks
21. Warranty: Mfg Standard
22. To Include All Manufacturer Standard Equipment (No Deletes)

ONLY Acceptable Brand/Model: 2014 Volkswagen Passat S (A32Ns6)

2013 Small Size Suv

4wd 103.7" – 111.0" Wheelbase FFV

1. Engine-4-Cyl
2. Transmission-Automatic
3. Tire-Manufacturer Standard
4. Brake-Manufacturer Standard
5. Battery-Manufacturer Standard
6. Alternator-Manufacturer Standard
7. Steering-Power
8. Heat/Ac- Manufacturer Standard
9. Floor Mats-All Weather Front And Rear
10. Interior-Cloth Seating/Carpet
11. Exterior Color-Tbd At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-Am/Fm/Cd
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows And Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector

2014 7-Passenger Minivan*

1. Engine-V6
2. Transmission-Automatic
3. Tire-Manufacturers Standard
4. Brake-Manufacturers Standard
5. Battery-Manufacturers Standard
6. Alternator-Manufacturers Standard
7. Steering-Power
8. Heat/AC- Manufactures Standard
9. Floor Mats-All Weather Front and Rear
10. Interior-Cloth Seating/Carpet
11. Exterior Color-TBD At Time Of Order
12. Mirror Interior-Daytime/Nighttime Rearview
13. Mirror Exterior-Power/Driver Side Control
14. Keyless Entry
15. Radio-AM/FM/CD
16. Rear Window Defogger
17. Power Outlet-12 Point Power Point
18. Tilt & Cruise Control
19. Power Windows and Locks
20. Warranty-Manufacturer Standard
21. Keys-3 Set (Start/Door)
22. To Include All Manufacturer Standard Equipment (No Deletes)

Optional Pricing:

Receiver Hitch with Wiring Harness and Connector; may be dealer installed

*non-FFV Minivan added as part of Amendment One



Terms and Conditions

Event Number: **32110-000007689**

SWC #222 Vehicle Leasing

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:
<https://supplier.edison.tennessee.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tennessee Code Annotated 12-3-314(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the Chief Procurement Officer determines that it is necessary to protect the interests of the state, the Chief Procurement Officer may petition the Procurement Commission to approve contractor liability in excess of two (2) times the value of the contract. If the Commission agrees with the Chief Procurement Officer, it may approve such a higher liability amount.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. § 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: www.tennessee.gov/generalserv/CPO

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office
Attn: Bidder Services
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible

for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association

is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdsearch.com>.

29. Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation for six (6) months after such time as all compensation for salary, termination pay, and annual leave has been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

30. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

31. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

32. Professional Licensure and Department of Revenue Registration: All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

33. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide

services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.

Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Deputy Commissioner of General Services, Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/purchasing/for_bidders.html.

34. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Special Terms and Conditions

1. F.O.B. Destination (Statewide Contract)

All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee.

2. Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 9

Initial Contract Term With 8 Renewals

Start Date: February 03, 2014

Initial End Date: February 2, 2015

Final End Date: February 2, 2023

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

3. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period \$1,561,721

Dates: From October 01, 2012 To September 30, 2013

Estimated Funding New Contract Period

1st 12 MONTHS	\$3,800,865
2nd 12 MONTHS	\$5,532,782
3rd 12 MONTHS	\$6,904,699

4th 12 MONTHS	\$8,456,615
5th 12 MONTHS	\$10,008,532
6th 12 MONTHS	\$8,456,615
7th 12 MONTHS	\$3,103,834
8th 12 MONTHS	\$0
9th 12 MONTHS	\$0

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

4. Bids Requested on Standard State Specifications for Products and/or Services

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

5. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

6. Delivery Time (Days)

All items must be delivered within approximately 120 days after receipt of a purchase order (ARO).

7. Minimum Order (Exemption)

Individual orders for less than 0 are exempt from purchase from this contract. User agencies will purchase by applicable purchasing procedures.

8. Freight F.O.B. State Agency (In-House)

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by the vendor/contractor.

9. Firm Bid Price Period (Price Increase Allowed After Time Frame)

Prices quoted shall be firm until the manufacturer's order cutoff date for each vehicle, except in the event an unexpected charge is imposed on the contractor holder by federal, state, county or city government entity during the term of the contract. The vendor/contractor may invoice the state for the imposed charge amount as long as it provides proof (invoice or statement, etc.) of the imposed charge to the user agency. The state shall also be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor holder must provide written price reduction information within ten (10) days of its effective date.

Requests for price changes based on vendor/contractor's cost:

Written requests for price changes based on vendor/contractor's actual cost for other than an imposed charge by federal, state, county, or city government entity after the firm price period shall be submitted in writing to the Central Procurement Office. Any increase shall be based on the vendor's/contractor's actual cost increase, may not constitute additional profit as shown in written cost documentation and must contain data establishing or supporting the general or industry wide nature of the change.

At the option of the state, (1) request may be granted, (2) the contract may be canceled and awarded to the next low bidder, (3) the contract may be canceled and the commodity/service be re-advertised for award, or (4) continue the contract without change. The Central Procurement Office will accept or reject all such written requests within forty-five (45) working days of the date of receipt of complete and verified documentation.

Approval of Price Increases:

If approved, the Central Procurement Office will modify the contract to reflect the approved price increase and issue the revised contract. The vendor/contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the original contract price. Approval of any price increase renews the firm price period.

Price Increase Rejection:

When the state rejects a request for a price increase, the vendor/contractor will be notified in writing of the state's intention. If the contract is to be canceled, the vendor/contractor shall be notified of the cancellation date via certified mail. The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the cancellation, if received by the vendor/contractor within a thirty (30) days following the date of the cancellation.

10. Vendor Reporting

Contract vendors will be required to submit reports validating contract purchases, including purchases made by local governments, by period, line item and receiving location. Reports will detail at a minimum the following information:

1. Contract Number
2. Contract Line Item Number
3. Commodity Description
4. Line Item Quantity Purchased
5. Line Item Dollar Amount (Volume) Purchased

Additional report details may be required with a thirty (30) day written notice. Reports are due at the Central Procurement Office in the first week of each quarter of the contract period. Reports must be submitted electronically or by digital appliance in Microsoft Excel format. Additional reports may be requested in writing by the Contract Administrator with a thirty (30) day written notice to the vendor.

11. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

12. Negotiations

The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

13. Best and Final Offer

In the interest of obtaining the best value for the State of Tennessee, the State reserves the right to enter into Best and Final Offer (BAFO) negotiations with any bidder on this sourcing event. Bidders should propose their most competitive pricing in their original bid since the state may or may not choose to conduct BAFO negotiations. If the State chooses to exercise its right to conduct BAFO negotiations, the negotiation(s) will take place after the State evaluates the initial bids. The State reserves the right to conduct multiple BAFO rounds.

For example, if the State exercises its right to enter into BAFO negotiations, it may identify areas of a bid that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during the BAFO negotiations. Additionally, the State may conduct target pricing and other price or service level negotiations. Note that each clarification sought by the State may be unique to an individual bidder.

The evaluation results along with all other documentation associated with the event will be available for public inspection when the final evaluation is complete and the recommendation for award is issued.

14. Department of Revenue Registration

The contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

15. Insurance Required

The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident	\$500,000
E.L. Disease- Each Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful bidder(s) shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

16. Inspection/Facilities

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

17. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or

failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

18. Bid Rejection

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

19. Single Award

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

20. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

- Ability to Perform
- Conformity to Specifications
- Lowest Composite Score

21. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn: Katie Lillard
(615) 741-7078
Katie.Lillard@tn.gov

22. Purchase Order Release (Statewide)

Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Products from different contracts issued for the same statewide may be combined on a single purchase order to the same vendor/ contractor to meet minimum order requirements. Local government

agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/contractor.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The vendor/contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- Not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

23. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

24. Subcontracting: Responsibilities and Liabilities, Bond Required if Subcontracting

Based on Tennessee Code Annotated 12-4-201, the vendor/contractor shall not enter into any subcontract for services, prior to or following award, without the written consent of the Central Procurement Office. It is also understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office. The awarded vendor/contractor is responsible for work, service, performance, injuries of employees and payment to the subcontractor.

The subcontractor shall be required to register with Central Procurement Office and provide proof of insurance in accordance with the insurance term and condition, if insurance is required.

All anticipated or actual costs incurred for subcontracting must be included in the bid price per line item. The vendor/contractor can only invoice for actual bid prices per line item; regardless of how much it has agreed to pay the subcontractor.

The successful bidder(s) will be required to furnish a Labor and Material Surety Bond issued by a surety company licensed to do business in the State of Tennessee in the amount of twenty-five (25) % of the total contract amount. The Labor and Material Surety Bond shall be issued by a surety company licensed to do business in the State of Tennessee or an Irrevocable Letter of Credit from a state or national bank or state or federal savings and loan association having its principal office in Tennessee; or any state or national bank or state or federal savings and loan association that has its principal office outside this state and that maintains one (1) or more branches in this state which are authorized to accept federally insured deposits may be accepted by the Central Procurement Office in lieu of a performance bond. The terms and conditions of any letter of credit shall be subject to the approval of the public official named in the contract. The form of such letter of credit shall be provided by the bank or savings and loan association and may be based on either the uniform commercial code, Tennessee Code Annotated, Title 47, Chapter 5, or the ICC Uniform Customs and Practice for Documentary Credits (UPC 500). All letters of credit shall be accompanied by an authorization of the contractor to deliver retained funds to the bank issuing the letter.

The Labor and Material Surety Bond or Irrevocable Letter of Credit shall be furnished to the Central Procurement Office within ten (10) business days after the request. The Labor and Material Surety Bond or Irrevocable Letter of Credit will insure that the contractor will pay for all labor and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States.

In the event that the Bidder does not indicate that they would be subcontracting and therefore no bond was received, the state reserves the right to request a Labor and Material Surety Bond from the vendor/contractor in the event that a subcontractor submits a claim against the vendor/contractor's

surety bond to the Central Procurement Office due to non-payment. If requested, the vendor/contractor will be required to submit a Labor and Material Surety Bond in the amount specified in the request letter within ten (10) business days.

25. Service Contracts: Conflict of Interest

The contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.

26. Clean-up

Clean up shall be the responsibility of vendor/contractor. The vendor/contractor shall ensure that the work area is clean of nails, debris, etc. at the end of each day to ensure safety. The vendor/contractor will clean up and haul away all debris when the work is completed.

27. Damages

If state property is damaged, stolen or lost as a result of vendor/contractor employees' negligence and that property has to be repaired or replaced by the state, the expense for such work or replacement will be deducted from the monies due the contractor. In addition to the foregoing, the State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

28. On-Site Inspection

All bidders should visit the site to take exact measurements and examine the premises to become familiar with any problems or unusual circumstances which might exist. No allowances will be made by the State for errors in quotations due to any bidder not visiting the site prior to submitting their bid. Bidders shall be responsible for their own measurements.

29. HIPAA Compliance

The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

30. Surety Bond

Pursuant to Tennessee Code Annotated 12-4-201, the successful bidder(s) will be required to furnish a surety bond in the amount of twenty-five percent (25%) of the contract price on all contracts in excess of one hundred thousand dollars (\$100,000.00). An Irrevocable Letter of Credit from a state or national bank or state or federal savings and loan association having its principal office in Tennessee; or any state or national bank or state or federal savings and loan association that has its principal office outside this state and that maintains one (1) or more branches in this state which are authorized to accept federally insured deposits may be accepted by the Central Procurement Office in lieu of a performance bond. The terms and conditions of any letter of credit shall be subject to the approval of the public official named in the contract. The form of such letter of credit shall be provided by the bank or savings and loan association and may be based on either the Uniform Commercial Code, Tennessee Code Annotated, Title 47, Chapter 5, or the ICC Uniform Customs and Practice for Documentary Credits (UPC 500). All letters of credit shall be accompanied by an authorization of the contractor to deliver retained funds to the bank issuing the letter. Such bond shall be issued from a surety company licensed to do business in the State of Tennessee and shall be furnished to the Central Procurement Office within ten (10) business days after the request. The surety bond will insure that the contractor will pay for all the labor and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States.

31. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

32. Proof of Cost for Parts, Materials, Supplies and Equipment

All parts, materials, supplies and equipment will be billed at vendor/contractor's cost, minus any applicable sales or use tax pursuant to Tennessee Code Annotated, Section 67-6-209, plus fifteen percent (+15%). Reference Standard Term & Condition titled "Taxes".

The vendor shall submit as backup documentation a copy of the original purchase invoice(s) as proof of cost for parts, materials, supplies and equipment. This backup documentation must accompany the invoice in order for the agency to process payment. If the vendor/contractor cannot produce a copy of the original purchase invoice as proof of cost, the state may verify current market value and if necessary, adjust the invoice to reflect fair market price.

Discounts, including prompt payment discount offered by suppliers, must be credited to the state in determining the actual cost of the parts, materials, supplies and equipment used for this contract.

Estimated dollar volume for parts, materials, supplies and equipment based upon last fiscal year usage

\$0

33. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

34. Purchase by Local Government and Authorized Non-Profit Agencies (SWC)

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

35. Modifications and Amendments

This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

36. Manuals

Successful Contract Vendor must supply the following to Using Agencies when vehicle is ordered by that agency.

- Operator/Service manuals for each vehicle delivered.
- Current Bulletins of all problem areas noted by manufacturer on awarded vehicles need to be forwarded to Motor Vehicle Management

37. Mileage/Odometer Reading

The maximum mileage allowable for any vehicle to be considered acceptable will be 300 miles. It will be the responsibility of the successful bidder to make required arrangements to insure that the mileage/odometer reading does not exceed the maximum miles listed when vehicle is delivered to the using agency for final acceptance.

38. Administrative Fee

A 1% administrative fee will be included in the cost of all goods purchased against the State of Tennessee Statewide Contract 222. This 1% (.01) fee will be rebated back to the State of Tennessee based on quarterly contract usage reports documenting State, local government and non-profits entity purchases. The fee is due to the State by the 45th day following the ending of the specified reporting period.

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

The payments will be mailed to:

Ron Plumb, Director of Financial Management
Department of General Services
W.R. Snodgrass TN. Tower 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

All reports shall be submitted to the Contract Administrator:

Katie Lillard
E-mail: katie.lillard@tn.gov

39. Optional Equipment

Bidders are required to bid all options listed for the vehicle specified in order that all bids may be equally evaluated. Failure to do so may cause the bid to be rejected. All optional equipment requested shall be factory installed unless otherwise specified.

The price cannot exceed that of the New Car Cost Guide Retail Price Reports generated by the Central Procurement Office (Source: Chrome Data Carbook Pro) . All optional equipment is to be priced separately. It is not to include the price of the vehicle with the option item.

40. Order Cut-Off Date/Contract End Date

The Contract Vendor must advise the Central Procurement Office of the date after which the manufacturer will not accept orders for production. Information must be forwarded to the Central Procurement Office in writing the day after the information is received by the successful vendor.

The vendor will be required to honor all purchase orders received until the quantity is depleted. The Contract Vendor will further be required to notify the Central Procurement Office in writing of the date when the Primary vehicle dealer's stock on hand is depleted. In this event, the Contract Vendor shall notify the agency and the agency will then have the option to lease the Secondary vehicle.

41. Manufacturer Strike

In the event that a strike against an award winning manufacturer is in effect for more than forty-five (45) days, the State reserves the right to cancel that item and follow normal purchasing procedure.

**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

INVITATION TO BID

The following shall be completed by the bidder. The following is a list of acceptable responses:

1. The bidder can copy the document to their computer, fill out the form and re-attach it to the bid.
2. The bidder can attach or send its company's diversity business policies with the bid.
3. The bidder can attach or send responses to the Good Faith Efforts, Diversity Business Participation, and the Diversity Utilization Plan with the bid.

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor, in an effort to expand economic opportunities for small businesses and businesses owned by minorities and women in Tennessee, issued Executive Order Number 14 on December 8, 2003, which created the Governor's Office of Diversity Business Enterprise (Go-DBE). In 2004, to further facilitate the State's efforts to promote greater participation by minority owned, woman owned and small businesses in its procurement and contracting opportunities, the General Assembly passed legislation amending Tennessee Code Annotated 12-3-801 through 808 establishing the "Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act." July 1, 2010 Public Chapter No. 1140 became effective by amending Title 12, Chapter 3, and Part 8 relative to include service-disabled veteran owned businesses. To coordinate this effort, Go-DBE and the Department of General Services' Central Procurement Office have implemented the following procedure:

The vendor or prime contractor should contact appropriate sources within its geographic area to identify qualified minority owned, woman owned, service-disabled veteran owned and small businesses for this purpose. If needed, the Governor's Office of Diversity Business Enterprise can provide a list of minority owned, woman owned, service-disabled veteran owned and small businesses who provide an array of services or a vendor may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned, service-disabled veteran owned and small businesses.

To assist you in your effort to seek and solicit the participation of minority owned, women owned, service-disabled veteran owned or small businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> : or by calling the Governor's Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority owned, women owned, service-disabled veteran owned or small business that is not listed in the State's directory, please provide its company name, address and telephone number in the space provided. We will assist them in registering with the Governor's Office of Diversity Business Enterprise.

Please complete the attached form and include all pertinent documentation regarding your company's efforts to achieve diversity business participation. This information must be submitted with the bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

GOOD FAITH EFFORTS

GOOD FAITH EFFORTS UNDERTAKEN BUT NOT LIMITED TO THE FOLLOWING ACTIONS (PROVIDE SPECIFIC DOCUMENTATION FOR EACH EFFORT CHECKED)

- 1) ___ Contacted diversity businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on the Go-DBE Directory. (Provide a list of minority, women, service-disabled veteran owned and small businesses who were contacted. Indicate whether the diversity business responded or followed up to your solicitation request.)
- 2) ___ Make the specifications and requirements of this procurement available for review by prospective diversity businesses at least ten (10) days before the bid or proposals are due.
- 3) ___ If possible, breaking down or combining elements of work into economically feasible units to facilitate diversity business participation.
- 4) ___ Work with minority, women, service-disabled veteran owned, and small business trades, community organizations, or minority, women, service-disabled veteran owned or small business organizations identified by Go-DBE to obtain diversity businesses participation, whenever possible.
- 5) ___ If possible, provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for diversity business subcontractors.
- 6) ___ Negotiate in good faith, with interested diversity businesses, and not reject them as unqualified without sound reasons based on lack of qualification, and document in writing the reasons for exclusion.
- 7) ___ If possible, provide assistance to an otherwise qualified diversity business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assist diversity businesses in obtaining the same unit pricing with the bidder's suppliers, in order to help diversity businesses establish credit.
- 8) ___ If possible, negotiate joint venture and partnership arrangements with diversity businesses in order to increase opportunities for diversity business participation on this procurement.
- 9) ___ If possible, provide quick pay agreements, and policies to enable diversity businesses and suppliers to meet cash-flow demands.
- 10) ___ Other effort. (Please provide details of efforts made to obtain diversity participation on the procurement).

DIVERSITY BUSINESS PARTICIPATION:

In order to achieve Diversity Business participation, certified **MINORITY-OWNED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND SMALL-OWNED BUSINESSES** are expected to participate in the following manner.

<p align="center">MBE/WBE/ SDVBE/SBE Firm</p>	<p align="center">Description of Work (MBE/WBE/ SDVBE, SBE)</p>	<p align="center">Projected Contract Amount and Award Date</p>	<p align="center">Contract Schedule Start Date</p>	<p align="center">Contract Payment Schedule</p>	<p align="center">Project Completion Date</p>
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Phone:</p> <p>E-mail:</p>					
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Phone:</p> <p>E-mail:</p>					

DIVERSITY UTILIZATION PLAN

CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SDVBE/SBE PLAN

Business/Company/Vendor Name:		
Event/Contract Number:		Award Date:
Address:	City:	State: Zip Code:
Event/Contract Description: (Brief Description of Project)		
Business/Company/Vendor Contact Name:		Phone: E-Mail:

PROJECTED MBE/WBE/SDVBE/SBE BID SUMMARY

	%	Amount		Amount
1. Total Dollar Value of the Contract	100%	\$		
2. MBE Projected Goal Applied to the Contract	____%	\$	6. Total MBE Dollar Amount Met	\$
3. WBE Projected Goal Applied to the Contract	____%	\$	7. Total WBE Dollar Amount Met	\$
4. SDVBE Projected Goal Applied to the Contract	____%	\$	8. Total SDVBE Dollar Amount Met	\$
5. MBE/WBE/SDVBE Combined Projected Goals	____%	\$	9. Combined Total MBE/WBE/SDVBE Dollar Amount Met	\$

Go-DBE PROGRAM USE ONLY

		Date Approved	Date Disapproved	Initials
MBE (%)	Minorities (%)			
WBE (%)	Female (%)			
SDVBE (%)	Service-disabled veteran (%)			

)



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Acme Auto Leasing LLC
440 Washington Ave
North Haven, CT 06473

Vendor ID: 0000149385

Contract Number: 0000000000000000000040589

Title: SWC #222 Vehicle Leasing

Start Date : February 13, 2014 End Date: February 12, 2015 with 8 remaining options to renew

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Katherine Lillard
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-7078
Fax: 615-741-0684

Line Information

Line 2

Item ID: 1000163564

Mid Size Sedan 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 1444443

Manufacturer Item #: 200-1

Unit Price: \$ 470.00

Line 3

Item ID: 1000163553

Mid Size Sedan Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4111107

Manufacturer Item #: 200-2

Unit Price: \$ 470.00

Line 4

Item ID: 1000163554

7 Passenger Minivan 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 999999

Manufacturer Item #: GRAND CARAVAN-2

Unit Price: \$ 481.08

Line 5

Item ID: 1000163555

Mid Size Crossover 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 1777776

Manufacturer Item #: JOURNEY-2

Unit Price: \$ 446.66

Line 6

Item ID: 1000163556

7 Passenger Minivan Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3666663

Manufacturer Item #: GRAND CARAVAN-1

Unit Price: \$ 481.08

Line 7

Item ID: 1000163557

Mid Size Crossover Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4444440

Manufacturer Item #: JOURNEY-1

Unit Price: \$ 446.66

Line 8

Item ID: 1000163558

Excess Mileage Charge over 60,000 Miles

Unit of Measure: EA

Vendor Item/Part #: 2666664

Manufacturer Item #:

Unit Price: \$ 0.10

Line 9

Item ID: 1000163559

3/4 T Pickup 2WD 6' 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 111111

Manufacturer Item #: F-250-1

Unit Price: \$ 586.76

Line 10

Item ID: 1000163560

3/4 T Pickup 4WD 6' 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 222222

Manufacturer Item #: F-250-2

Unit Price: \$ 542.39

Line 11

Item ID: 1000163561

3/4 T Pickup 2WD 8' 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 333333

Manufacturer Item #: F-250-3

Unit Price: \$ 591.48

Line 12

Item ID: 1000163562

3/4 T Pickup 4WD 8' 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 444444

Manufacturer Item #: F-250-4

Unit Price: \$ 546.67

Line 13

Item ID: 1000163563

1/2 T Pickup 2WD 6' 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 555555

Manufacturer Item #: F-150-1

Unit Price: \$ 404.70

Line 14

Item ID: 1000163565

1/2 T Pickup 4WD 6' 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 666666

Manufacturer Item #: F-150-2

Unit Price: \$ 379.21

Line 15

Item ID: 1000163566

1/2 T Pickup 2WD 8' 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 777777

Manufacturer Item #: F-150-3

Unit Price: \$ 412.52

Line 16

Item ID: 1000163567

1/2 T Pickup 4WD 8' 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 888888

Manufacturer Item #: F-150-4

Unit Price: \$ 436.06

Line 17

Item ID: 1000163568

Compact Sedan 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 1111110

Manufacturer Item #: FOCUS-1

Unit Price: \$ 357.20

Line 18

Item ID: 1000163569

Full Size Sedan 36-Month Lease
Unit of Measure: MO
Vendor Item/Part #: 1555554
Manufacturer Item #: TAURUS-1
Unit Price: \$ 399.61

Line 19

Item ID: 1000163570
Small SUV 36-Month Lease
Unit of Measure: MO
Vendor Item/Part #: 1888887
Manufacturer Item #: ESCAPE-1
Unit Price: \$ 474.94

Line 20

Item ID: 1000163571
Mid Size SUV 36-Month Lease
Unit of Measure: MO
Vendor Item/Part #: 1999998
Manufacturer Item #: EXPLORER-1
Unit Price: \$ 472.98

Line 21

Item ID: 1000163572
Full Size SUV - Cloth 36-Month Lease
Unit of Measure: MO
Vendor Item/Part #: 2111109
Manufacturer Item #: EXPEDITION-1
Unit Price: \$ 626.89

Line 22

Item ID: 1000163573
Full Size SUV - Leather 36-Month Lease
Unit of Measure: MO
Vendor Item/Part #: 2222220
Manufacturer Item #: EXPEDITION-2
Unit Price: \$ 716.86

Line 23

Item ID: 1000163574
3/4 T Pickup 2WD 6' Additional 12-Month Lease
Unit of Measure: MO
Vendor Item/Part #: 2777775
Manufacturer Item #: F-250-5
Unit Price: \$ 586.76

Line 24

Item ID: 1000163575
3/4 T Pickup 4WD 6' Additional 12-Month Lease
Unit of Measure: MO
Vendor Item/Part #: 2888886
Manufacturer Item #: F-250-6
Unit Price: \$ 542.39

Line 25

Item ID: 1000163576
3/4 T Pickup 2WD 8' Additional 12-Month Lease
Unit of Measure: MO
Vendor Item/Part #: 2999997
Manufacturer Item #: F-250-7
Unit Price: \$ 591.48

Line 26

Item ID: 1000163577

3/4 T Pickup 4WD 8' Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3111108

Manufacturer Item #: F-250-8

Unit Price: \$ 546.67

Line 27

Item ID: 1000163578

1/2 T Pickup 2WD 6' Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3222219

Manufacturer Item #: F-150-5

Unit Price: \$ 404.70

Line 28

Item ID: 1000163579

1/2 T Pickup 4WD 6' Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3333330

Manufacturer Item #: F-150-6

Unit Price: \$ 379.21

Line 29

Item ID: 1000163580

1/2 T Pickup 2WD 8' Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3444441

Manufacturer Item #: F-150-7

Unit Price: \$ 412.52

Line 30

Item ID: 1000163581

1/2 T Pickup 4WD 8' Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3555552

Manufacturer Item #: F-150-8

Unit Price: \$ 436.06

Line 31

Item ID: 1000163582

Compact Sedan Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3777774

Manufacturer Item #: FOCUS-2

Unit Price: \$ 357.20

Line 32

Item ID: 1000163583

Full Size Sedan Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4222218

Manufacturer Item #: TAURUS-2

Unit Price: \$ 399.61

Line 33

Item ID: 1000163584

Small SUV Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4555551

Manufacturer Item #: ESCAPE-2

Unit Price: \$ 474.94

Line 34

Item ID: 1000163585

Mid Size SUV Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4666662

Manufacturer Item #: EXPLORER-2

Unit Price: \$ 472.98

Line 35

Item ID: 1000163586

Full Size SUV - Cloth Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4777773

Manufacturer Item #: EXPEDITION-3

Unit Price: \$ 626.89

Line 36

Item ID: 1000163587

Full Size SUV - Leather Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4888884

Manufacturer Item #: EXPEDITION-4

Unit Price: \$ 716.86

Line 37

Item ID: 1000163588

Compact Ext Cab 2WD 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 1222221

Manufacturer Item #: FRONTIER-1

Unit Price: \$ 387.59

Line 38

Item ID: 1000163589

Compact Ext Cab 4WD 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 1333332

Manufacturer Item #: FRONTIER-2

Unit Price: \$ 404.84

Line 39

Item ID: 1000163590

Nissan Pathfinder 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 2444442

Manufacturer Item #: PATHFINDER-2

Unit Price: \$ 487.80

Line 40

Item ID: 1000163591

Nissan Altima 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 2555553

Manufacturer Item #: ALTIMA-1

Unit Price: \$ 393.62

Line 41

Item ID: 1000163592

Compact Ext Cab 2WD Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3888885

Manufacturer Item #: FRONTIER-3

Unit Price: \$ 387.59

Line 42

Item ID: 1000163593

Compact Ext Cab 4WD Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 3999996

Manufacturer Item #: FRONTIER-4

Unit Price: \$ 404.84

Line 43

Item ID: 1000163594

Nissan Pathfinder Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 5111106

Manufacturer Item #: PATHFINDER-1

Unit Price: \$ 487.80

Line 44

Item ID: 1000163595

Nissan Altima Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 5222217

Manufacturer Item #: ALTIMA-2

Unit Price: \$ 393.62

Line 45

Item ID: 1000163596

Full Size Hybrid Sedan 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 1666665

Manufacturer Item #: CAMRY HYBRID-1

Unit Price: \$ 558.02

Line 46

Item ID: 1000163597

Full Size Hybrid Sedan Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4333329

Manufacturer Item #: CAMRY HYBRID-2

Unit Price: \$ 558.02

Line 47

Item ID: 1000163598

VW Passat 36-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 2333331

Manufacturer Item #: PASSAT-2

Unit Price: \$ 466.40

Line 48

Item ID: 1000163599

VW Passat Additional 12-Month Lease

Unit of Measure: MO

Vendor Item/Part #: 4999995

Manufacturer Item #: PASSAT-1

Unit Price: \$ 466.40

APPROVED: 
CHIEF PROCUREMENT OFFICER

BY: 
PURCHASING AGENT

2/13/14
DATE

Fiscal Year 2015

Vendor Name	Item	Voucher Ln Short Descr	UOM	Unit Price	Quantity Vouchered	Unit Price * Qty Vouchered	NIGP Code	Ship To Descr	City	St	PO Business Unit	SWC Nbr	Vnd Itm ID	Mfg ID	Mfg Itm ID
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	13.0000	\$ 5,194.93	975-14	DGS METROCENTER	NASHVILLE	TN	32101	222	1555554	FORD MOTOR COMPANY	TAURUS-1
Acme Auto Leasing LLC	1000163554	7 Passenger Minivan 36-Month L	MO	\$ 481.08	8.0000	\$ 3,848.64	975-14	EAST TN REGIONAL OFFICE	KNOXVILLE	TN	32101	222	999999	DODGE	GRAND CARAVAN-2
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	32.0000	\$ 12,787.52	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222			
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	2.0000	\$ 799.22	975-14	DGS METROCENTER	NASHVILLE	TN	32101	222	1555554	FORD MOTOR COMPANY	TAURUS-1
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	13.0000	\$ 5,194.93	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222			
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	19.0000	\$ 7,592.59	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222			
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	7.0000	\$ 2,797.27	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222			
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	15.0000	\$ 5,994.15	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222	1555554	FORD MOTOR COMPANY	TAURUS-1
Acme Auto Leasing LLC	1000163554	7 Passenger Minivan 36-Month L	MO	\$ 481.08	2.0000	\$ 962.16	975-14	DGS METROCENTER	NASHVILLE	TN	32101	222	999999	DODGE	GRAND CARAVAN-2
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	10.0000	\$ 3,996.10	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222	1555554	FORD MOTOR COMPANY	TAURUS-1
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	22.0000	\$ 8,791.42	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222	1555554	FORD MOTOR COMPANY	TAURUS-1
Acme Auto Leasing LLC	1000163554	7 Passenger Minivan 36-Month L	MO	\$ 481.08	8.0000	\$ 3,848.64	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222	999999	DODGE	GRAND CARAVAN-2
Acme Auto Leasing LLC	1000163554	7 Passenger Minivan 36-Month L	MO	\$ 481.08	1.0000	\$ 481.08	975-14	EAST TN REGIONAL OFFICE	KNOXVILLE	TN	32101	222	999999	DODGE	GRAND CARAVAN-2
Acme Auto Leasing LLC	1000163569	Full Size Sedan 36-Month Lease	MO	\$ 399.61	68.0000	\$ 27,173.48	975-14	DAVY CROCKETT TOWER	NASHVILLE	TN	32101	222	1555554	FORD MOTOR COMPANY	TAURUS-1
						\$ 89,462.13									