

47  
**CONTRACT**

**BETWEEN**

**STATE OF TENNESSEE**

**DEPARTMENT OF CORRECTION**

**AND**

**CORRECTIONS CORPORATION OF AMERICA**

This Contract is made as of the 28 day of Feb, 1997 <sup>DAM</sup> between the Department of Correction, State of Tennessee, ("State") and Corrections Corporation of America.

**WITNESSETH:**

**WHEREAS**, the State is authorized by law to enter into a Contract for the private management of a correctional facility, pursuant to T.C.A. § 41-24-101 et seq.; and

**WHEREAS**, the Contractor has the experience and resources to manage a correctional facility;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the State and Contractor hereby agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

**ACA** - means the American Correctional Association.

**ACA Standards** - means the Standards for Adults Correctional Institutions (Third Edition, January 1990, as the same may be modified, amended, or supplemented now or in the future) published by ACA.

**Commissioner** - means the Commissioner of the Tennessee Department of Correction.

**Contract** - means this Document, together with all written attachments, exhibits, amendments and modifications and incorporating by reference herein, (1) the Request for Proposals, including exhibits and amendments; and (2) the proposal, including amendments and/or written clarifications.

**Contract Monitoring Unit** - means the Tennessee Department of Correction unit responsible for monitoring the quantity and quality of services required and the reporting obligations of the Contractor, and for carrying out the liaison responsibilities between the State and the Contractor.

**Contract Liaison** - means a person or persons assigned to the Contract Monitoring Unit and appointed and paid by the state to monitor the implementation of this Contract and/or to act as the Commissioner's designee. The Contract Liaison will also be the official liaison between the State and Contractor on matters pertaining to the operation and management services of the

facility and may perform other functions described in Department policies. The Contractor shall be notified of the identity of any Contract Liaison in writing signed by the Commissioner.

Contractor - means Corrections Corporation of America.

Court Orders - means any orders, judgments or opinions issued by a court of competent jurisdiction or any stipulations, agreements or plans entered into in connection with litigation that are applicable to the operation, management or maintenance of the Facility or relate to the care and custody of Inmates of the Facility, whether currently existing or as may be rendered in the future.

Department - means the Tennessee Department of Correction.

Document - means this document with attached appendix, excluding the RFP and Proposal.

Effective Date of Contract - means the date stated on page one of this Contract.

Facility - means the correctional institution in Wayne County, Tennessee, including adjacent real property described in Section 3.1, for the incarceration of male felony offenders sentenced to the care, custody and control of the Department, known as the South Central Correctional Center (SCCC).

**Indigent Inmates** - means Inmates who are deemed indigent as defined by Department Policy 504.04, as said policy may be amended.

**Inpatient Hospital Costs** - means any expenses incurred as a result of an Inmate's admission to a medical care facility, and expenses incurred as a result of out-patient treatment for emergency medical services.

**Inmate** - means any male felony offender sentenced to the Department and assigned to the Facility by the Department.

**Inmate Day** - means each calendar day or part thereof that an Inmate is located at the Facility, including the first, but not the last day of incarceration at the Facility.

**Local Area** - means Wayne, Hardin, Lawrence, Giles, Lincoln, Marshall, Maury, Lewis, Williamson, Hickman, Dickson, Humphreys, Perry, Houston, Benton, Henry, Weakley, Carroll, Henderson, Decatur, Gibson, Crockett, Madison Haywood, Chester, Fayette, Hardeman, and McNairy counties in Tennessee.

**Per Diem Rate** - means cost per Inmate, per Inmate Day.

**Partial Default** - means default of a portion of the services to be rendered by the Contractor under this Contract due to Contractor's failure to perform.

**Partial Takeover.** - means the State's discretionary assumption of a portion of the services to be rendered by the Contractor under this Contract not resulting from Contractor's failure to perform.

**Policy Directive** - means formal statement of the State's correctional policy on a given subject.

All Policy Directives shall not conflict with administrative rules or statutes or applicable American Correctional Association standards.

**Operating Procedure** - means a statement of procedure implementing a policy directive. One is not to be issued as a substitute for an administrative rule or policy directive. Procedures identify who does what and when to implement a policy or rule.

**Post Orders** - means a written, step-by-step description for an employee on how to perform a specific job. A "post order" may be considered a job outline. Post Orders are similar to an operating procedure and may even be a portion of one.

**Proposal** - means the Contractor's Proposal of October 30, 1996.

**RFP** - means the Request for Proposals issued by the Department and identified as RFS 97-329.44-002, together with the following amendments: Amendment 1 (10/7/96), Amendment 2 (10/11/96) and Amendment 3 (10/17/96).

**Service Commencement Date** - means 12:00 noon February 28, 1997.

**Standards** - means the standards to which Contractor's performance under this Contract must conform pursuant to Section 5.1 of the Contract.

**State** - means the State of Tennessee, including but not limited to the Department.

**TOMIS** - means the Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all offender related information at the point of origin to provide accurate and timely information to those who use it.

**TRICOR** - means the Tennessee Rehabilitation Initiative in Corrections.

## **ARTICLE 2**

### **TERM & SCOPE OF THE CONTRACT**

#### **Section 2.1 Term**

(a) The term of this Contract shall be from the Effective Date of Contract until three (3) years after the Service Commencement Date, February 28, 1997, unless terminated earlier pursuant to the terms hereof. This term requires three (3) years of management service ending at 12:00 noon on February 29, 2000.

(b) The State shall have an option to renew the Contract upon the same terms and conditions for an additional twenty-four (24) month period by giving the Contractor written notice of its intent to exercise such option on or before November 1, 1999; provided, however, exercise of the option to renew is solely within the discretion of the State.

#### **Section 2.2 Scope of the Agreement**

(a) This Contract, including the documents incorporated by reference, shall constitute the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party that are not contained in the Contract shall be valid or binding with the exception of Opinion of Contractor's Counsel described in Section 11.11. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

(b) Contractor agrees to perform all acts and services and comply with all duties and promises as described in this Contract.

(c) State agrees to perform all of its obligations described in the RFP and this Document.

**ARTICLE 3**  
**FACILITY AND PROPERTY**

**Section 3.1 Lease and Possession of Facility.**

(a) The State leases to the Contractor the real property described in Appendix A together with all improvements thereon (the Facility), subject to the State's right to the following:

- (i) to enter and inspect; and/or
- (ii) to construct additional buildings or expand the capacity of existing buildings.

(b) Contractor shall provide for maintenance, repair, and replacement for the Facility and shall keep said Facility in good repair, working order and condition, subject to normal wear and tear. Contractor shall be responsible for all expenses incurred in said maintenance, repair and replacement, subject to Section 3.9.

(c) The Contractor shall maintain the Facility in accordance with all applicable fire, building, life safety, and handicapped accessibility codes.

(d) The Contractor shall comply with any seller's or manufacturer's recommendations regarding maintenance of the Facility which are provided to the Contractor.

(e) The Contractor shall implement the system for vermin and pest control, trash and garbage disposal, and hazardous waste management described in the Proposal.

(f) Contractor agrees that the Facility will be used only for the purposes described in this Contract and shall not allow or suffer any waste at the Facility. Contractor shall not harvest

any timber at the Facility or extract any other resource at the Facility unless agreed to in writing by the Commissioner.

**Section 3.2 No Warranty.** The State leases the Facility to Contractor as is and with all faults and make no express or implied warranties regarding the Facility, including but not limited to warranties regarding fitness for-particular purpose and hereby disclaims any and all express or implied warranties.

**Section 3.3 State Property.**

(a) The State shall furnish the Facility with the property, including telephone and related wiring, listed in Appendix B on or before Service Commencement Date.

(b) All property furnished by the State shall remain at the Facility unless its location must be moved for maintenance, repair or replacement. Any removal of said property shall only be made with the prior written consent of the Liaison.

(c) The State shall be responsible for the installation of the property described in subsection (a).

(d) Effective on the Service Commencement Date, the State hereby leases to the Contractor said property described on Appendix B.

(e) The State leases the property on Appendix B to Contractor as is and with all faults and makes no express or implied warranties regarding said property including but not limited to warranties regarding fitness for a particular purpose and hereby disclaims any and all express or implied warranties.

**Section 3.4 Additional Property.**

(a) Contractor shall provide and install in the Facility any additional equipment as well as all necessary perishables and other items necessary for Contractor to comply with its obligations under this Contract including but not limited to cleaning/housekeeping equipment and supplies.

(b) Upon written agreement by the parties without a Contract amendment, the parties may agree to revise the State equipment list on Appendix B. Said agreement must be in writing signed by the Commissioner and the Contractor.

**Section 3.5 Insurance.** The Contractor shall obtain and keep in force insurance on all property to be located at the Facility, whether said property is supplied by the Contractor or State.

**Section 3.6 Ownership of property at termination.**

(a) At the conclusion of the Contract, whether by expiration or termination, all equipment, perishables, supplies and any other property, whether real or personal, including but not limited to Inmate files, fiscal records and any other records used at the Facility or purchased with state funds shall become the property of the State, whether initially acquired by the Contractor or the State.

(b) At the conclusion of the Contract, whether by expiration or termination, the facility and property furnished by the State shall be returned to the State in good order and in the condition received, reasonable use and wear thereof excepted, provided that if any property provided by the State is destroyed, lost or stolen and has not been replaced, the Contractor shall

be responsible to the State for the residual value of said property at the time of loss and said value may be withheld from any amounts owed Contractor.

(c) Contractor agrees that no security interest will attach to any property used at the Facility whether purchased by State or Contractor. In the event a security interest is created on any of said property, Contractor agrees to immediately notify the Liaison in writing and cause said security interest to be extinguished within thirty (30) days.

Section 3.7 Manuals. The State will provide Contractor with a copy of all equipment manuals, a set of as-built drawings, and any warranties affecting the property leased to Contractor under Section 3.3 and affecting the Facility.

Section 3.8 Maintenance.

(a) The Contractor shall be responsible for the maintenance, repair, and replacement of all property of any nature whatsoever located at the Facility at Contractor's expense whether said property is furnished by the State or the Contractor, subject to Section 3.9.

(b) The Contractor shall implement the plan, including the preventive maintenance program, contained in its Proposal to maintain the Facility and all property contained therein.

(c) Contractor shall comply with TDOC Policy 108.01 as it may be amended during the term of the Contract.

(d) The Contractor shall comply with any seller's or manufacturer's recommendations provided the Contractor regarding maintenance of any property leased to the Contractor under Section 3.3.

Section 3.9 Exceptions to Contractor Maintenance. The only exceptions to the Contractor's obligation to effect repairs or provide replacements to the facility and property contained therein at its expense are as follows:

(a) where repairs or replacements are covered by a warranty made by a third party to the State, provided, however,

- (i) if Contractor has caused or contributed to the invalidity of any warranty or failed to comply with Section 3.10, the Contractor shall bear the full expense to effect any repair or replacement; and
- (ii) for purposes of this Article, the decision regarding whether and to what extent the Contractor has invalidated a warranty, whether the Contractor has failed to comply with Section 3.10 or whether a defect is included in a warranty shall be within the sole judgment of the State;

(b) replacement of entire systems including but not limited to the boiler plant, heating, air conditioning, security electronics, communications and utility services, and costs to replace major components thereof which exceed \$5,000; provided, however,

- (i) decisions regarding whether and to what extent the entire system or a major component thereof should be replaced shall be within the sole judgement of the State; and

(ii) The Contractor shall be responsible for all costs if in the sole judgement of the State the replacement is necessary due to any of the following causes:

(a) Contractor's negligence,(b) Contractor's failure to adequately maintain the systems or portions thereof, or Contractor's failure to comply with the provisions of the Contract; and

(c) where repairs or replacements are necessary due to design error or omission or improper construction of the Facility and not covered by a warranty. The decision regarding whether and to what extent the repair or replacement is due to design error or omission or improper construction shall be within the sole judgment of the State.

Section 3.10 Warranties.

(a) The State shall promptly provide Contractor a copy of any warranty made by a third party to the State covering property provided by the State or on the Facility; provided, however, the State is not obligated to acquire or purchase any such Warranties.

(b) With respect to said warranties, Contractor agrees as follows:

(i) to maintain the Facility and property located thereon in compliance with said warranties; and

(ii) to promptly notify the Liaison in writing of any defects of whatever nature which are covered by said warranty allowing the State sufficient time under the warranty to notify the entity providing said warranty.

**Section 3.11 Contractor Failure to Repair.** If the State acquires notice of Contractor's failure to comply with its obligations regarding maintenance, repair or replacement with the Facility or property thereon, it may so notify the Contractor in writing but is not obligated to do so. Failure of the State to notify Contractor shall not relieve Contractor of its obligations hereunder. In the event the State is required to provide written notice of said failure pursuant to Section 9.1(c), the Contractor shall promptly comply with its obligation within the time specified by the State in the notice. If Contractor fails to effect said maintenance, repair or replacement within the time specified in said notice, the State may, but is not obligated, to do the following:

- (a) the state may effect the maintenance, repair, or replacement and withhold the expense of such maintenance, repair or replacement from amounts due the Contractor; and/or
- (b) avail itself of any or all of the remedies described in Article 9.

**Section 3.12 Construction and Renovation.**

(a) Contractor shall not modify, renovate, construct new buildings, add to existing buildings, or modify any of the systems contained therein including but not limited to the boiler plant, heating, air conditioning, security electronics, communications and utility services without the prior written approval of the State. Said approval shall include a review of the proposed modification by the Select Oversight Committee on Corrections and approval of the State Building Commission where required by law, regulation or policy. All modification, construction, and renovation requested by Contractor and approved by State shall be at Contractor's expense, unless otherwise specified.

(b) The State reserves the right to construct additional buildings at the Facility and/or to expand the capacity of existing buildings at the Facility. In the event the State exercises this right, Contractor agrees:

- i. To cooperate with the State to the fullest extent possible;
- ii. That this Contract shall remain in full force and effect; and
- iii. That Contractor shall accept an increase in the Inmate population under the terms of this Contract with additional compensation to the Contractor being described in Article 7.

**Section 3.13 Utilities and Taxes.** Contractor shall pay all taxes associated with this Contract and utility costs of the Facility including but not limited to water, gas, sewage and electric beginning on the Service Commencement Date. In the event ad valorem taxes are assessed against property at the Facility not owned by the Contractor, the Contractor may seek additional compensation pursuant to Section 7.5.

**Section 3.14 Telecommunications.** Contractor will provide, at its expense, all necessary telecommunications equipment except the telephone system. Such equipment must be capable of interfacing with the state existing communications and automated information systems and with any future department systems. Contractor shall enter all required data on TOMIS.

The Contractor may make additions to or rearrange features of the telephone system as it deems necessary, subject to written approval by the State. The Contractor must assure that the

quality of workmanship and added components are of equal or greater quality to maintain system integrity.

All cost incurred in connection with the telephone operations, but including additions, labor, maintenance, repair, moves and changes, local and long distance service, and training will be paid directly by the Contractor.

The Inmate telephone system Contract will operate as in State's other correctional facilities. All commissions will be paid to the State in conformance with the terms of the Inmate telephone system Contract.

#### **Section 3.15 Destruction of Facility.**

(a) If destruction of the Facility is caused in whole or part due to the Contractor's negligence or due to Contractor's failure to perform its obligations under this Contract, then the State may seek reimbursement from Contractor for any damages sustained by the State.

(b) In the event the Facility is destroyed in part for any reason, then the Contractor remains obligated to fulfill its obligations under this Contract to the extent such is possible in the portion of the Facility that remains operational. The Contractor recognizes that the inability to perform its obligations due to the destruction may result in the State seeking a compensation adjustment pursuant to Section 7.5.

(c) In the event the Facility is destroyed such that the physical damage prevents the housing and programming of the appropriate number of Inmates as determined by the Commissioner in his sole judgment, then the State may terminate this Contract without penalty either immediately or within stages upon written notice to the Contractor.

## ARTICLE 4

### CONTRACT MONITORING

#### Section 4.1 Monitoring

(a) The State has the right and authority under this Contract to monitor Contractor's performance hereunder. Such monitoring shall include but not be limited to observing and reporting on the day-to-day operational performance of the Contractor regarding compliance with all terms and conditions of this Contract. Such monitoring or failure to monitor shall not relieve Contractor of its responsibility, obligation and liability under this Contract.

(b) The State, through its Contract Management Unit, shall develop reporting requirements for the Contractor that shall include but not be limited to weekly, monthly, and/or quarterly reports on the following subjects: Inmate jobs and education, incident reports, disciplinary reports, Inmate grievances, staff turnover, staff training, employee grievances, employee discipline, health care access, reclassifications, transfers, furloughs, releases, media contacts, lawsuits, volunteers, drug audits, cell searches, visitation, and maintenance. Also, an emergency reporting process shall be established that shall address, at a minimum, segregation of Inmates, use of force, and incidents which involve substantial risk to property, life, or institutional security.

(c) Contractor agrees to cooperate with the State, including any representatives of the State, in the Contract monitoring effort of the State through such means as may be requested from time to time, including, but not limited to the reporting of information as requested. The state and Contractor agree that the information collecting and monitoring processes described in

this Section 4.1, will be defined in the policies and procedures of the Tennessee Department of Correction.

#### **Section 4.2 Comparative Evaluation**

(a) The State has the right and authority under this Contract to compare the Contractor's performance with comparable State facilities. The State has the right and authority under this Contract to collect information to compare the cost and quality of services provided by the Contractor with the cost and quality of service provided by the State at its comparable facility.

One purpose of said evaluation may be to collect information to facilitate the State's comparison of the cost and quality of services provided by Contractor at the Facility with the cost and quality of services provided by the State at its comparable facilities.

(b) Contractor agrees to cooperate with the State, including any representatives of the State, in any comparison of services undertaken by the state through such means as may be requested from time to time, including, but not limited to, the provision of information.

(c) The State and Contractor agree that the information collecting and comparative evaluation processes, described in this Section, will be defined by the State at the time such a comparative evaluation is undertaken.

#### **Section 4.3 Liaison**

(a) The State shall provide Liaison(s) to be located at the Facility. The Liaison(s) will be an employee(s) of the Department and will be paid by the Department. The Contractor shall have no control over the activities of the Liaison(s), supervisory or otherwise.

(b) The Liaison(s) shall be the representative of the State at the Facility to monitor the Contractor's compliance with the Contract. The Commissioner may also appoint the Liaison to act as his designee. The Liaison may also have functions described in Department policies. The Liaison may have other functions as provided by the Commissioner in writing.

(c) Unless otherwise specified by the Commissioner in writing, the Liaison shall be the designated recipient of all information required of the Contractor.

(d) The individuals(s) acting as Liaison(s) may be changed during the term of the Contract, at the discretion of the Commissioner.

(e) The State hereby expressly disclaims that the Liaison or any other state employee or official has any authority, apparent or otherwise, to bind the State under this Contract unless expressly stated herein; provided, however, that the Commissioner shall have the same authority granted any state employee under this Contract and the Commissioner retains authority over the Inmates and Facility which may not be delegated at law.

In addition to the Liaison(s) employed by the Department, the State may monitor the Contract through other representatives of State as it deems appropriate. Such representative(s) shall have the same right of access to information, the facility, Inmates, and Contractor's employees and agents as set out herein for Liaison(s).

#### **Section 4.4 Multiple Liaisons.**

(a) In the event that the Commissioner designates more than one (1) individual to act as Liaison, the State shall provide the Contractor with a description of the Liaisons' levels of authority in writing executed by the Commissioner.

(b) In the event the Contractor believes it is receiving conflicting instructions from the Liaison(s) or that a Liaison is acting beyond his or her level of authority under the Contract or as provided in subsection (a), the Contractor shall notify the Commissioner in writing. The written response of the Commissioner shall be final.

**Section 4.5 Office Space.**

(a) Contractor shall provide adequate office space and local telephone service for the Liaison(s) and the staff of the Liaison(s), which may include a secretary, in close proximity to other administrative offices.

(b) Contractor shall also provide the Liaison and staff with access to all major office equipment, at Contractor's expense.

(c) Contractor shall not provide the Liaison(s) or Liaison staff with gifts or any form of compensation at any time.

**Section 4.6 Liaison Access.**

(a) The Liaison(s), shall have immediate, complete, and unrestricted access to all parts of the Facility at any and all times.

(b) The Liaison(s), shall have immediate, complete, and unrestricted access to all documents in any way pertaining to the obligations of Contractor under this Contract, including but not limited to Facility records, Inmate files, personnel files, and financial records. In the event that any such document is not located on the facility site, upon request Contractor agrees to provide the Liaison with a copy of the document within seventy-two (72) hours of the request.

(c) The Liaison(s), shall have immediate, complete, and unrestricted access to all meetings and hearings which in any way pertain to the obligations of Contractor under this Contract. Contractor agrees to notify the Liaison of the time, place and agenda at least twenty-four (24) hours in advance of any such meeting or hearing, unless it is not reasonable to provide said notice in which case the Liaison shall be notified simultaneously with the other participants; provided, however, the Liaison may not have access to meetings between the Facility staff and legal counsel retained by Contractor unless permitted by Contractor, but Contractor shall provide the Liaison with written notice of said meeting identifying the participants within five (5) days after said meeting.

(d) The Liaison(s), shall have immediate, complete, and unrestricted access to all Inmates and access at a reasonable time and place to all employees of Contractor, including but not limited to the Warden.

Section 4.7 Meetings with Liaison. Contractor agrees to hold regularly scheduled weekly meetings with the Liaison to report on the operations of the Facility and to respond to any questions raised by the Liaison. Said regular meetings shall be in addition to interim meetings requested by the Liaison; provided, however, the frequency of such meetings is subject to modification at the sole discretion of the State. Contractor agrees that a representative of the Contractor having supervisory responsibility and authority to address the issues raised shall be in attendance at said meetings. An agenda shall be developed for said weekly meetings and Meeting Minutes shall be recorded and filed with the Contract Management Unit of the Department of Correction.

**Section 4.8 Requests for Information.**

(a) The Contractor shall provide the Liaison with written responses to any information requested by the Liaison or Commissioner concerning any aspect of Contractor's performance under the Contract within the period prescribed in the State's request.

(b) The Contractor shall certify that said information is accurate and if Contractor is unable to so certify then Contractor shall state the reason therefor.

(c) Upon written request by the Liaison or Commissioner, the Contractor shall compile information in the requested form and provide documentation substantiating said information.

(d) Contractor shall not destroy any document related in any way to the Contractor's performance under the Contract without the prior written consent of the Liaison.

**Section 4.9 Routine Documents.** The Contractor shall provide the Liaison upon request with a copy of, or opportunity to review, all routine documents generated by the Contractor contemporaneously with the dissemination of the document. The Liaison shall notify the Contractor in writing of the requested routine documents.

**Section 4.10 State Inspection.** The Commissioner or his/her designee(s) shall have the same access as described in Section 4.6, Liaison Access, which access shall include but not be limited to persons designated by the Commissioner to inspect the facility and/or audit Facility and/or Contractor's performance under the Contract. Contractor is also obligated to provide appropriate access to authorized inspection and regulatory agencies. The Contractor shall exercise due

diligence for the safety and welfare of the Liaison, any other State employee, and any visitor at the Facility.

**Section 4.11 Immediate Compliance.**

(a) If the Commissioner determines that the Contractor is not operating in compliance with a term or condition of this Contract which in the opinion of the Commissioner may adversely affect the security of the Facility or which may present a hazard to the safety or health of Inmates of other individuals, the Contractor shall be notified in writing (or verbally if it is believed an emergency situation exists). The notice shall direct the Contractor to immediately correct the noncompliance.

(b) The Contractor shall immediately notify the Commissioner of the proposed corrective action. If the Commissioner does not object to the proposed corrective action, the Contractor shall immediately implement said corrective action.

(c) If the Commissioner disagrees with the proposed corrective action or if the Contractor fails to notify the Commissioner immediately of its proposed corrective action, the Commissioner shall specify corrective action which the Contractor shall immediately implement.

(d) Notwithstanding any provision contained herein to the contrary, in such a circumstance, the Contractor shall immediately implement the corrective action specified by the Department before any appeal is taken.

(e) In the event the Contractor disagrees with the determination of noncompliance or designated corrective action, a request for reconsideration may be taken to the Commissioner. In no event shall the corrective action be delayed pending appeal. Upon examination, if the

Commissioner determines in his sole discretion that a noncompliance did not exist or that the corrective action required by the Department was excessive, the Commissioner shall authorize payment to the Contractor of the actual expense incurred in taking said corrective action or excessive corrective action upon receipt of appropriate documentation substantiating said expense from the Contractor. All directions and actions by the Commissioner and actions by the Contractor shall be recorded and reported in writing as soon as practical and filed with the Contract Management Unit.

Section 4.12 Incident Reports. Contractor shall implement Department policy regarding the reporting of incidents.

Section 4.13 Financial Statement. On or before April 1 of each year during the term of this Contract, Contractor shall provide the Commissioner with a copy of its previous fiscal year's audited annual financial statements.

**ARTICLE 5**  
**OPERATION OF FACILITY**

**Section 5.1 Obligations of Contractor. Contractor agrees to perform all acts and services and comply with all duties and promises as described and in conformance with the following:**

(a) all applicable constitutional standards, federal, state and local laws, court decisions, and Court Orders and consent agreements, whether currently existing or as may be enacted or rendered in the future;

(b) all State and Departmental policies specified in Appendix C, as same may be amended in writing by the Department during the term of this Contract, or in the discretion of the Commissioner, policies approved by the Department which may not be identical to State or Department policies;

(c) such other policies as the Department may make applicable to the Contractor in writing during the term of the Contract as same may be amended during the term of this Contract;

(d) ACA standards;

(e) the terms of this Document;

(f) the terms of the RFP; and

(g) the terms of the Proposal.

The standards articulated in (a) through (g) shall hereinafter collectively be referred to as "Standards."

**Section 5.2 Obligations of State.** State agrees to perform its obligations as described in this Document and the RFP. Notwithstanding any provision contained herein to the contrary, the parties agree that the State incurs no obligations as may be contained in the Proposal.

**Section 5.3 Conflicts.**

(a) In the event of an irreconcilable conflict among the Standards, the Contractor is required to follow the Standard as determined by the Liaison.

(b) In the event of disagreement between the Contractor and the Liaison regarding which item provides the Standard of service, the Commissioner or his designee shall make the final decision.

(c) Approval by the State of any policy or procedure submitted by the Contractor which may deviate from the Standards shall not relieve Contractor of the obligation to follow the Standards.

(d) In the event of conflicts between the RFP and this Document regarding the State's obligations, the State shall comply with this Document.

**Section 5.4 Policy and Procedures Manual.** The Contractor, on or before January 15, 1997, shall provide the State with a written Policy and Procedures Manual which shall contain policies and procedures for all services to be rendered by Contractor in accordance with the Standards. Said manual shall establish the policies and procedures the Contractor shall follow in all areas covered by this Contract, including the areas covered by the Department policies listed in Appendix C. Said manual shall be subject to the written approval of the State and said manual shall not be

altered, amended, modified, revised or supplemented without the prior written approval by the State. The Contractor shall implement the provisions of said manual throughout the term of this Contract.

**Section 5.5 Assignment and Transfer of Inmates.**

(a) Inmates will be assigned to the Facility in accordance with Department policies. Contractor may not refuse to accept any Inmate assigned to the Facility, but if the Contractor believes that an Inmate has been erroneously assigned to the Facility, it may request his transfer in writing, through the Liaison citing the appropriate sections of Department policy. Any decision by the Department on such request shall be final.

(b) Contractor's requests for reassignment of Inmates from the Facility to another institution for medical, psychiatric, disciplinary or administrative reasons or for Inmate furloughs will be made in writing through the Liaison and evaluated by the Department. Any decision by the Department on such request shall be final.

(c) The State may transfer Inmates from the Facility with said decision to transfer being within the State's sole discretion.

**Section 5.6 Safety and Emergency Procedures.**

(a) The Contractor, or before January 15, 1997, shall develop and submit (1) written riot and disturbance control contingency plans, and (2) disaster preparedness plans to the State. Contractor shall cooperate with State in preparing contingent Inmate relocation plans.

(b) At a minimum, the Contractor shall implement the written guidelines for the prevention of fire, safety inspections, maintenance of fire alarm and smoke detection systems, fire evacuation drills, evacuation plans, a procedure to report job-related injuries, and provisions for testing equipment to maintain essential lighting, power and communications contained in its Proposal. All such procedures will comply with National Fire Protection Association life safety codes and Department Policies 112.04 and 112.05.

(c) The Contractor shall develop and submit to the State plans for the search and apprehension of any escaped Inmate, on or before January 15, 1997. Said plans shall address the Contractor searching for any escapee off the grounds of the Facility and coordination with local and State authorities. Contractor shall implement said plans regarding any search off the grounds of the Facility only if so requested by the Commissioner.

(d) During the term of the Contract, the Contractor shall develop and submit to the State in writing any other emergency and control plans as may be requested in writing by the Department within the time period set out in said request.

(e) All plans under this Section must be submitted to the State and approved by the State in writing. Contractor agrees to make any revisions, deletions or additions requested by the Commissioner or his designee. Upon written approval by the State, Contractor shall begin immediate implementation of the plans or in the case of contingency plans, certify that Contractor has the ability and shall implement the plan if the contingency occurs. Said plans may not be revised, amended, altered, or supplemented without prior written consent of the State.

(f) All plans must be in conformance with the Standards.

**Section 5.7 Medical and Mental Health Services.**

(a) Contractor shall provide all physical health services, mental health services and dental services as specified in this Section and in the Standards utilizing Department health services medical records forms and mental health service forms, as said forms may be revised or supplemented during the term of this Contract.

(b) At a minimum, these services must meet the Standards.

(c) The physical health, mental health, and dental services shall include but not be limited to the following:

- a. 24 hour-a-day, 7 day-a-week emergency physical health and mental health care;
- b. 24 hour-a-day, 7 day-a-week on-site RN coverage
- c. initial health screening;
- d. health appraisal examination;
- e. daily triaging of complaints;
- f. daily sick call per normal workday schedule;
- g. infirmary operation with at least supervision by an RN twenty-four hours per day, seven days per week (NOTE: Facility has a 12 bed infirmary, but inpatient hospital and surgical services will be provided and/or arranged to be provided outside of the institution.);
- h. use of the Department health record;
- i. special medical programs and services for, but not limited to, Inmates with chronic needs or requiring convalescent care;

j. mental health, sex offender screening and aftercare, and substance abuse services;

1. **Mental Health.** Provide up to sixty-eight (68) mental health psychiatric transition beds, single celled (or double celled upon clinical and administrative approval), for Inmates who are mentally or emotionally disturbed. This group of Inmates will encompass those who have completed a more intensive program at the Lois M. DeBerry Special Needs Facility (DSNF) and are not yet ready to be assimilated in a general population - step down capability. It will also include a step up capability for those who cannot function adequately in a general population but do not require as intensive treatment as that provided at DSNF. Diagnostic assessments, psychopharmacological management, jobs, programming activities, counseling and support groups should be provided in this housing unit. This program will serve Inmates from across the State.

Admission criteria to this unit for Inmates coming out of the DSNF for step down purposes will include:

1. A comprehensive discharge summary from the sending treatment providers,
2. Global Assessment of Functional Scale between 31 and 60,
3. Ability to participate in structured activities for longer than two hours, stabilized on medication,
4. Ability to function in group activity with minimal supervision,

5. Ability to participate in some unsupervised movement outside the unit, or
7. Considered by the institutional psychology staff to be in need of structured treatment.

Admission criteria to this unit for Inmates utilizing its step up capacity will be as follows:

1. A comprehensive discharge summary from the sending treatment providers,
2. Inability to participate in structured activities,
3. Not stabilized on medication, or
4. Inability to participate in unsupervised movement.
5. May present periodic episodes of emotional and/or behavioral misconduct related to a disorder.

Discharge criteria:

1. Demonstrates ability to remain compliant with medication(s), if applicable,
  2. Ability to function in a general population environment as determined by the treatment team,
  3. Meets criteria for admission into the DSNF, or
  4. Direct parole/discharge from TDOC custody.
2. Sex Offender. A sex offender aftercare treatment program that conforms to the department's policies and procedures shall be provided by

Contractor. Screens shall be provided for the purpose of placement into the Department's intensive treatment program.

3. Substance Abuse. Substance abuse programming that emphasizes relapse prevention and provides for after-care or self-help treatment services shall be provided by Contractor.

- k. Specialty physician care. Upon the Contractor's request, the State may in its sole discretion allow the Contractor to use the on-site specialty services at the DSNF. The Contractor shall pay the State for specialty care according to the State's fee schedule for specialty services.
  - l. ancillary services - radiology, laboratory, etc.
  - m. dental services - routine
  - n. pharmaceutical services and supplies. Upon the Contractor's request, the State may, in its sole discretion, allow the Contractor to purchase pharmaceutical services and supplies through the Department's pharmacy. The Contractor shall pay the State for such items at the State's cost plus a dispensing fee of \$2.50 per prescription.
  - o. optometric services (provided on-site)
  - p. health education
  - q. inpatient hospitalization services (utilizing the TDOC Contract hospital wherever possible)
  - r. outpatient hospitalization services
- (d) The Contractor shall furnish eyeglasses, hearing aids, and dentures.

(e) In the event it is the opinion of the Contractor's Medical Director that an Inmate's health or well-being would suffer or be damaged if a needed prosthesis is denied the Inmate, then said prosthesis shall be provided by the Contractor.

(f) The Contractor shall be responsible for security services for inpatient care during confinement period for which the Contractor is financially responsible, other than at a Departmental facility. Contractor shall provide security at an off site medical facility after the Department assumes responsibility, if requested to do so by the Department at the following costs:

Year 1	\$14.92 per officer/per hour
Year 2	\$15.40 per officer/per hour
Year 3	\$15.91 per officer/per hour
Year 4 (option)	\$16.42 per officer/per hour
Year 5 (option)	\$16.96 per officer/per hour

(g) Notwithstanding any provision contained herein to the contrary, the Contractor shall be responsible for the cost of providing all health, medical, mental health, and dental services, including but not limited to inpatient hospitalization, any surgery and specialty services, medications, specialty clinics, medically related transportation and the costs associated with the provision of services described in this section unless specifically excluded or limited below under EXCLUSIONS AND LIMITATIONS.

(h) EXCLUSIONS AND LIMITATIONS.

- a. If the inmate is hospitalized at a non-Departmental facility, the Contractor shall not be responsible for Inpatient-Hospital Costs which exceed \$4000.00

per Inmate per admission or for costs incurred after the third day of hospitalization, whichever comes first. The Department will decide on the location of care and confinement following this initial period and may, in consultation with the Contractor's representative, decide to utilize Departmental facilities during the initial period of inpatient care. The Contractor shall not have access to the Department's facilities without the Department's approval. If an inmate is housed and treated at a Departmental facility, the Department will assume financial responsibility for expenses incurred within its facilities. Provided, however, notwithstanding any provision contained herein to the contrary, any Inmate medical expenses resulting from the negligence or willful wrongdoing of the Contractor, its officers, agents or employees, shall be fully paid for by the Contractor.

2. The Contractor shall not be responsible for Inpatient-Hospital Costs, including any surgery and specialty services, associated with the treatment of persons with Acquired Immune Deficiency Syndrome (AIDS), as defined by the Centers for Disease Control. The Contractor shall be responsible for hospitalization costs associated with other Human Immunodeficiency Virus (HIV) infected patients.
3. The Contractor shall not be responsible for the cost of providing AZT, or other medications therapeutically indicated for the treatment of Inmates with AIDS or HIV infection. Such treatment shall be at the Department's discretion and expense.

**Section 5.8 Food Service.**

(a) Contractor will provide food service for the Inmates and volunteers in accordance with the Standards including but not limited to the provision of special diets for medical or religious requirements and three (3) meals for each Inmate served at regular times during each twenty-four (24) hour period with no more than fourteen (14) hours between the evening meal - and breakfast.

(b) The Contractor shall not be required to follow the Department's master menu, but the food service area must comply with State health regulations. At a minimum the amount of daily calories must conform with the recommended dietary allowances published by the National Academy of Sciences. Menus shall be approved by a registered dietician. Menus and dietary allowances shall be filed with the Contract Management Unit.

**Section 5.9 Laundry, Inmate Clothing and Hygiene.**

(a) Contractor will provide complete Inmate laundry services, Inmate clothing and bed linen (including pillows, pillow cases, sheets, blankets), and towels in accordance with the Standards.

(b) Contractor shall implement the procedures described in the Proposal to ensure the issue of clean, usable bed linen, towels, shoes and clothing to all Inmates.

(c) Contractor shall provide Indigent Inmates with soap, toothbrush, toothpaste, comb, deodorant, and all other necessary hygiene supplies.

(d) Inmate clothing shall meet the Department's specifications, including but not limited to specifications related to quality and strength of materials.

**Section 5.10 Recreation.**

(a) Consistent with the Standards, the Contractor shall provide facilities, equipment and supplies for indoor and outdoor recreational and leisure time programs for the Inmate population.

(b) Contractor shall provide for a comprehensive recreational program supervised by a qualified person and shall set forth the number of hours of outdoor recreation available to each Inmate. On or before January 15, 1997, Contractor shall submit to the Department written policy and procedure which shall provide the specifics of said program and shall be subject to the prior written approval of the State.

**Section 5.11 Transportation.**

(a) The Contractor will be responsible for the following Inmate transportation:

1. All transportation between the Facility and the State's Turney Center located in Only, Tennessee to connect with central transportation system vehicles, to include transportation of Inmates initially assigned to the Facility and other Inmates being transferred to and from the Facility for various reasons.
2. All transportation within the Local Area; and
3. Transportation outside the Local Area, as necessary, when the Department's central transportation is unavailable or time restricts interinstitutional transfer, including but not limited to administrative transfers initiated by the Warden and approved by the Commissioner's designee, and missed or late notification of court dates.

(b) The Contractor shall provide security in conformance with the Standards while transporting Inmates.

(c) The Department will be responsible for all other Inmate transportation via connection at Turney Center Industrial Prison for Department-mandated moves of prisoner groups for assignment purposes.

**Section 5.12 Inmate Commissary.**

(a) Contractor will provide a commissary for Inmates which shall supply only those non-consumable items approved by the Department in writing and such consumable items as the Contractor approves.

(b) The Contractor may not have items in the Commissary which are prohibited by Departmental policy.

(c) Commissary items shall be sold at a reasonable price subject to the prior written approval by the Commissioner or his designee. All profits derived from the Commissary operation shall be retained by Contractor. Contractor shall utilize the automated system for all commissary transactions.

**Section 5.13 Mail.** Contractor will provide pick up and delivery of Inmate mail in compliance with the Standards. Contractor will furnish first class postage to indigent Inmates for the mailing of legal documents to courts or legal counsel and a reasonable amount of postage for other purposes.

**Section 5.14 Religious Services.** Contractor will designate adequate space within the Facility for religious services and provide religious programs and/or religious services in compliance with the Standards.

**Section 5.15 Inmate Grievance Procedure.** Contractor will utilize Departmental policies regarding Inmate grievance procedure and the Department's system for maintaining grievance related records, as said policies and/or system may be revised during the term of this Contract.

**Section 5.16 Security.**

(a) Contractor shall provide Inmate security in accordance with the Standards at all times in the Facility, and while Contractor is transporting Inmates and at all other times unless relieved of said obligation by the Commissioner in writing. All policies and procedures regarding security shall be provided to the State on or before January 15, 1997. Said policies and procedures shall be in accordance with the Standards and subject to written approval by the State prior to implementation. Contractor shall comply with said policies and procedures during the term of this Contract. All Inmate program activities in accordance with the Standards shall take place within the Facility. No Inmate shall leave the Facility except under security escort unless provided for by Department policy.

(b) At a minimum, the Contractor shall provide security, perimeter control, facility control, control center function, post orders, security patrols, security inspections, counting procedures, key control, procedure for search and control of contraband, tool control, escape plan detection, appropriate use of security equipment, use of restraints, use of firearms and chemical

agents, tactical unit procedure, inspections, housing unit assignment plans and internal and external movement control procedures and periodic shakedowns. Security procedures will be in compliance with Departmental policy when applicable.

**Section 5.17 Visitation.** Contractor shall designate physical space and provide appropriate security and supervision for indoor and outdoor visitation in accordance with applicable Standards, no less frequently than at comparable Department facilities. Contractor shall furnish State with a written attorney visitation policy no later than January 15, 1997.

**Section 5.18 Access to Courts.** Contractor shall provide Inmates with constitutionally required access to the courts as required by the Standards.

**Section 5.19 Inmate Discipline.**

- (a) The Contractor shall implement Department Inmate disciplinary rules and procedures as they may be amended by the Department.
- (b) All disciplinary processes and board activities must strictly adhere to Department Policies 9502-01, 502.01.1, 9502.02, 502.04, and 502.05.
- (c) Contractor agrees that no Inmate will be disciplined except as in accordance with this Section.
- (d) The Contractor shall use the present or any future system established by the Department for recording disciplinary information.

**Section 5.20 Use of Force.**

(a) The Contractor shall submit to the State written policies and procedures regarding appropriate use of force in accordance with the Standards on or before January 15, 1997. Said policies and procedures shall be subject to revision and written approval by the State.

(b) Notwithstanding any provision contained herein to the contrary, no use of force shall be allowed by Contractor except as in accordance with the Standards.

(c) Contractor's employees shall be allowed to use force only

1. While on the grounds of the Facility;
2. While transporting Inmates;
3. During periods of community hospitalization;
4. During court proceedings;
5. While pursuing escapees from the Facility if the Commissioner requests said pursuit; and
6. While supervising Inmates off the Facility and then only in accordance with the policies and procedures described in (a) and (b) above.

(d) Contractor's employees shall be authorized to use such non-deadly force as the circumstances require only in the following situations:

1. To prevent the commission of a felony or misdemeanor, including escape;
2. To defend themselves or others against physical assault;
3. To prevent serious damage to property;
4. To enforce institutional regulations and orders; and
5. To prevent or quell a riot or disturbance.

(e) Contractor's employees shall be authorized and trained to use deadly force in accordance with the Standards. The Contractor's employees authorized to use firearms must at a minimum meet the qualifications set forth in T.C.A. § 62-35-117. Deadly force may be used only as a last resort and then may be used only to prevent escape, to prevent the loss of life or serious bodily harm, or to quell a mutiny, rebellion, riot, or disturbance in which loss of life or serious injury to an individual is imminent. Only those employees who are appropriately trained and, if applicable, authorized by law shall be authorized to carry and use firearms.

**Section 5.21 Sentence Reduction Credits.**

(a) Contractor shall submit sentence credit reports to the Contract Liaison monthly.

(b) The decision on award or forfeiture of sentence credits remains solely with the Department.

**Section 5.22 Sentence Computation.** Contractor shall provide the State with essential data and information relating to sentence computation. All sentence computations, including calculation of Inmate release and parole dates, shall be done by the Department and copies furnished to Contractor and Inmates. All other record keeping functions (e.g. posting of disciplinary reports, filing, updating Inmate assignments, custody levels, etc.) are the responsibility of the Contractor.

**Section 5.23 Records and Reports.**

(a) Contractor shall provide for comprehensive operations and Inmate record and reporting systems for the Facility in compliance with the Standards and Department policy

including the automated Inmate records and reporting system operated by the Department which shall include but not be limited to the following:

- (i) Inmate institutional records on each Inmate including, but not limited to, personal data, personal inventory receipts, disciplinary action reports, incident reports, release information, classification and counseling records, dental, psychiatric and medical records.
- (ii) documentation regarding complaints against Contractor's staff, the number and nature of violent or other disruptive incidents among Inmates or against staff, the number and nature of disciplinary actions against staff, the rate at which Inmates complete programs successfully, the number of Inmates productively active and the level of production;
- (iii) identification of all Inmates at the Facility and their actual assigned physical location within the Facility;
- (iv) identification of Facility staff and other authorized persons who have direct access to Inmate records; and
- (v) provision of all reports requested by the State in writing for monitoring or evaluation of the Contract or any court-ordered compliance.

The system shall adhere to the Standards governing confidentiality.

(b) The Contractor shall maintain a permanent log in addition to shift reports that record routine and emergency situations. Each shift should maintain records of pertinent information regarding individual Inmates and groups of Inmates. These records shall be compiled daily and reviewed by appropriate supervisory staff.

(c) All computer equipment and communication lines necessary to interface with the Department's Tennessee Offender Management Information System (TOMIS) will be provided by the Department at no cost to the Contractor.

(d) Contractor will be required to incorporate into its operation all new systems developed to report and track Inmate record information designated by the Commissioner.

(e) Upon request, all records, reports and documents will be made available immediately to the Contract Liaison for review. At the conclusion of the Contract, all records shall be turned over to the Department.

(f) The Contractor shall prepare and submit to the Contract Liaison such reports as are required by the State. Unless otherwise notified in writing by the Contract Liaison, these reports include the following which must be Submitted on a monthly basis:

- (i) Unusual Occurrence Reports
- (ii) Incident Reports
- (iii) Disciplinary Reports
- (iv) Medical Summaries
- (v) Program Activity Summaries

Contractor shall promptly notify the Contract Liaison whenever an Inmate leaves the Facility on court order.

#### Section 5.24 Escapes.

(a) The Contractor shall exercise its best efforts to prevent escapes from the Facility. If the frequency of escapes or nearly successful attempted escapes shall be in excess of the

frequency of escapes or nearly successful escapes from comparable State facilities without good cause or shall exhibit a disregard for the safety of the general public, the State may declare the Contractor in Breach pursuant to Article 9. Said determinations shall be within the sole judgment of the Commissioner.

(b) In the event of an escape resulting in whole or part from Contractor's failure to perform pursuant to the provisions of this Contract, the State may seek damages in a court of competent jurisdiction.

Section 5.25 Post Orders.

(a) Contractor shall develop and submit to the State, as soon as each is available, but no later than January 15, 1997, Post Orders required by this Contract in compliance with the Standards.

(b) Post Orders shall be by post and shift and shall include Post Orders for all security positions.

Section 5.26 Policy Audit. Contractor shall be audited, using personnel independent from the Contractor, at least annually, concerning the implementation of at least those policies and procedures listed in Appendix C. The implementation will be in compliance with Tennessee Department of Correction Policies 103.07 and the Contractor will respond as required. In the event the audits reveals a Breach (as defined in Section 9.1) by the Contractor, the State shall have available the remedies set out in Article 9.

**Section 5.27 Inmate Work.**

- (a) The Contractor shall establish work programs in accordance with the Standards.
- (b) Inmate programming is subject to the written approval of the Commissioner pursuant to T.C.A. § 41-24-110 or as the same may be modified or amended in the future.
- (c) Any minimum restricted or higher custody Inmate working outside the secured perimeter must be under armed supervision.
- (d) The Contractor will be allowed to use Inmate labor for Facility operations and maintenance to the same extent Inmate labor is utilized in other State facilities pursuant to State policy and not for the benefit of the Contractor. The Contractor shall submit Inmate job descriptions for the State's written approval via TOMIS before assigning jobs to Inmates. Job assignments and re-assignments shall be made by the Contractor only after the job description has been approved in writing by the State. No Inmate shall ever be placed in a position of authority or control over another.
- (e) In emergency situations, the Department, in its sole discretion, may require the Contractor to furnish Inmates and security for outside work crews. Labor costs of security services associated therewith shall be compensated as follows:

Year 1	\$14.92 per officer/per hour
Year 2	\$15.40 per officer/per hour
Year 3	\$15.91 per officer/per hour
Year 4 (option)	\$16.42 per officer/per hour
Year 4 (option)	\$16.96 per officer/per hour

plus expenses and cost of operation.

(f) Inmates shall not perform services or produce goods for use outside the Facility except upon written consent of the Commissioner.

(g) The Department shall provide Inmates with sentence reduction credit. The Contractor shall be responsible for establishing and administering a compensation program at its expense, which will include Inmate pay in compliance with the Standards.

Section 5.28 Industries. TRICOR currently has in place at the Facility an industry program that provides approximately 70 Inmate jobs. The Contractor may negotiate with TRICOR for the continuation or expansion of the TRICOR industry program at the Facility. In the event the Contractor chooses not to use the Inmate jobs provided through TRICOR industry program, the Contractor shall be responsible for all costs associated with the transfer of the program to another facility or the termination of the program at the Facility as elected by the State, including but not limited to costs of development of a relocation plan, physical relocation of equipment and raw materials, installation of equipment at new site(s), lost production, lost sales, relocation of staff, recruitment of staff, retraining of work force, renovation of new site(s), and vendor contract costs. Security for such industry program(s) shall be provided by the Contractor. Industry supervision for TRICOR programs shall be provided by the State.

Section 5.29 Vocational and Academic Training. Contractor shall furnish vocational and academic training as set forth in the Standards, at its expense.

**Section 5.30 Classification and Case Management.**

(a) Contractor shall comply with Departmental policies regarding classification and reclassification services.

(b) Contractor shall be required to maintain classification information which conforms to the Department's system.

**Section 5.32 Inmate Trust Fund.** Contractor shall maintain an Inmate trust fund according to Department policies and shall implement the plan contained in its Proposal governing use of the Department's trust fund procedures.

**Section 5.33 Sanitation and Hygiene.** The Contractor shall provide for sanitation and hygiene in accordance with the Standards.

**Section 5.34 Computer Software.** The State shall retain proprietary rights to all State provided software utilized in connection with this Contract.

**Section 5.35 Inmate Drug Testing.** Contractor will conduct drug tests in accordance with Department Policy 506.21. Contractor be will be responsible for all costs. All positive drug screens shall be confirmed through a second methodology. Selection of Inmates to be tested at random will be the responsibility of the Department.

**Section 5.36 Resumption of Control.**

(a) Contractor shall review and comment on the Department's plan for resumption of control within 15 days following its receipt by the Contractor. The plan will provide for the orderly transfer of control of the Facility from the Contractor to the Department, both temporarily, and under any conditions of termination. Contractor agrees to implement said plan upon written notice from Commissioner.

(b) Said plan will also provide for emergency assumption of control by the Department of whole or part of the Facility under conditions of natural disaster, in the event of riot or insurrection or other emergency circumstances wherein the Commissioner deems it necessary for the State to assume temporary or permanent control of the Facility. The Commissioner shall determine whether and to what extent an emergency circumstance exists in his sole discretion. Contractor shall be responsible for any expense the State may incur in the event the Department assumes emergency control of the Facility and the Contractor's payment shall be reduced commensurate with the reduction in services provided by Contractor during the emergency period. The State may withhold these amounts from any other amounts which may otherwise be due Contractor. The plan shall address Contractor's resumption of control after the circumstances causing the emergency assumption has ended. The plan will provide for the transfer of all records to the Department.

**Section 5.37 Accreditation.** The Contractor shall maintain, at its expense, ACA re-accreditation of the Facility.

**Section 5.38 Inmate and Staff Identification.** Contractor shall comply with the procedures in the Standards for Inmate and staff identification including but not limited to, uniforms, fingerprinting and photographing.

**Section 5.39 Inmate Personal Property Space.** Contractor shall follow Department policy on Inmate personal property.

**Section 5.40 Library.** A general Inmate library will be provided and maintained by Contractor in accordance with the Standards.

**Section 5.41 Volunteer Services.** Contractor shall implement the plans provided for volunteer service programs described in the Proposal in accordance with the Standards. At a minimum, the Contractor shall provide for supervision and monitoring of the program and security background checks for volunteer applicants. Contractor shall establish and maintain a Local Volunteer Advisory Board.

**Section 5.42 Release Payments for Inmates.** The Contractor shall follow Departmental policy regarding transportation for discharged Inmates and discharge payments to said Inmates. The Contractor shall make such payments at its own expense without reimbursement from the State.

**Section 5.43 Space for Board of Paroles/Institutional Parole Officer.** Contractor shall provide a hearing room for the Board of Paroles two (2) days per month or as otherwise requested by the

**Board. The hearing room shall be large enough to comfortably accommodate three (3) Board members and fifteen (15) visitors. The Contractor shall provide local telephone service and furniture for the hearing room. The Contractor shall also provide furnished office space five (5) days each month, or as otherwise requested by the Board, for the institutional parole officer.**

## **ARTICLE 6**

### **STAFFING/EMPLOYEES**

Section 6.1 Independent Contractor Contractor is associated with the State only for the purposes and to the extent set forth in this Contract. With respect to the performance of the management services set out herein, Contractor is and shall be an independent Contractor. The Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles or any other benefit afforded to the employees of the State as a result of this Contract. Contractor, its agents and employees shall not be considered agents or employees of the State.

Section 6.2 Executive Officer. The Facility and its programs shall be managed by a single executive officer employed by the Contractor (sometimes referred to herein as "Warden"). The executive officer shall be subject to the prior written approval of the State.

Section 6.3 Organization. The Facility shall be managed according to the organizational chart submitted with the Proposal. Any modification or alteration to the management plan shown on said chart shall require the prior written approval of the State.

Section 6.4 Personnel. Notwithstanding any provision contained herein to the contrary, Contractor shall provide adequate staff to fulfill its obligations under this Contract, which shall be at a minimum the number of staff set forth in the Proposal. Security staff vacancies shall be filled within thirty (30) days and all other vacancies shall be filled in forty-five (45) days;

provided, however, that during the period of any vacancy, the services associated with said position shall be provided by Contractor unless the Commissioner has agreed in writing to the contrary with a reduction in the per diem rate as defined in Section 7.5.

**Section 6.5 Staffing Pattern/Security Post Assignment.** NOTE: Prior to Contract Execution, the State retains the unilateral right to require clarifications or revisions to any Proposal regarding security and said clarifications or revisions shall be at no cost to the State.

(a) Contractor shall provide sufficient staff to ensure the appropriate supervision of Inmates at all times and at a minimum shall abide by and fulfill the staffing pattern submitted with its Proposal.

(b) At a minimum, Contractor shall abide by and fulfill the security post assignment schedule in its Proposal which details by day and shift the security positions and hours of work. Said security post assignment schedule shall include designation of critical posts. The Contractor shall submit Post Orders and a security post assignment roster for the prior written approval of the State.

(c) Contractor shall develop and submit to the Liaison on or before the twentieth (20th) of each month, its written monthly post assignment schedule for the following month.

(d) After Contract execution, if the State determines at any time that the staffing pattern and/or security post assignment schedule is inadequate, the Contractor agrees to place additional employees at the Facility and/or revise and implement the revisions to its staffing pattern and security post assignment. If Contractor is required to increase staff, it may request an adjustment in the per diem pursuant to Section 7.5.

(e) Any revisions to the staffing pattern and/or security post assignment require the prior written approval of the State. Contractor shall submit monthly staffing reports on or before the fifteenth (15th) of each month describing for the preceding month whether and to what extent Contractor has complied with the staffing pattern, security post assignment, and monthly post assignment. Staffing patterns are determined by security and program requirements and associated workloads. If changed circumstances modify those requirements or workloads the Contractor and/or the State will review those changed circumstances and a formal review will determine any changes in staffing requirements at the sole discretion of the State.

Section 6.6 Job Descriptions.

(a) Contractor shall abide by the written job descriptions for each position in the staffing pattern as provided in the Proposal, including but not limited to job title, responsibility and required minimum experience and education.

(b) Any revisions or modifications of the job descriptions require the prior written approval of the State.

Section 6.7 Personnel Records. A personnel record shall be maintained for each employee at the Facility which at a minimum shall contain the following: application, background investigation, dates of employment, training, performance evaluations, and disciplinary actions. The Contractor shall obtain a signed statement from each employee authorizing the State to have access to the personnel record.

**Section 6.8 Staffing Reports.** On or before the fifth (5th) day of each month, Contractor shall submit a report to the Liaison providing the following information:

- (a) the number of employees hired, indicating position, the date of termination and the date the post became unstaffed;
- (b) the number of employees whose employment had been terminated for whatever reason whether voluntarily or involuntary, including reason for termination and position;
- (c) whether any position on the staffing pattern was vacant and for how many days; and
- (d) types and hours of training provided by position.

**Section 6.9 Reduction in Staff.**

- (a) Contractor shall immediately notify the Liaison if any positions on the staffing pattern are vacant.
- (b) If a position described in subsection (a) remains vacant in excess of the time allowed in Section 6.4, then the State shall have the option of exercising the remedies available in Article 9.

**Section 6.10 Background Checks.** Prior to employment with Contractor, applicants shall be subjected to a thorough background investigation, including criminal, employment, and medical histories. The background investigation for applicants for correctional officer positions shall also include psychological history. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request. The State shall not provide NCIC background checks.

Section 6.11 Hiring Preference. Department employees who have been laid off shall also be given a hiring preference in the staffing of the Facility according to T.C.A. § 41-24-101, et seq, and shall comply with T.C.A. §§ Sections 41-24-112 and 41-24-113 in all respects, as those sections may be modified or amended in the future.

Section 6.12 State Assistance in Training.

(a) During the term of the Contract, Contractor shall send a representative to participate in periodic meetings regarding Departmental activities and shall send a representative to sessions in which relevant policy modifications are being discussed or presented.

(b) Contractor shall receive written notice of the time, place and agenda of the meetings or sessions described in subsection (a) at the same time Department employees are provided notice.

(c) Said meetings or sessions shall be held within the State and Contractor shall bear any and all expense associated with its representative being present.

(d) The Department shall supply Contractor with technical assistance, consultation and informational support consistent with that provided other comparable institutions in accordance with the Standards provided, however, said support shall consist solely of advice and consultation.

Section. 6.13 Training. Contractor shall provide training programs for all employees in accordance with the Standards. All costs incurred for said orientation and training programs

shall be borne by Contractor. The Contractor's employees shall receive at least the same number of hours of orientation, pre-service, and in-service training as required by ACA standards.

The Contractor shall provide documentation to the Contract Liaison of all completed employee training as soon as possible after its completion. The Liaison shall be permitted to review training curricula and other training-related records and to audit training classes at any time.

The Contractor shall comply with T.C.A. § 4-6-143 including but not limited to compensation for teachers.

Section 6.14 Drug Free Work Force. Contractor shall at all times attempt to maintain a drug free work force for maintenance of a drug free work force and the employee assistance program described in its Proposal.

DCRAM  
↓ shall implement the plan contained in its Proposal

**ARTICLE 7**

**COMPENSATION AND ADJUSTMENTS**

Section 7.1 Management Payment. The State shall pay the Contractor a Per Diem Rate per

Inmate Day as follows:

Period	Rate 1 to 1506 Inmates
02/28/97 to 06/30/97	\$32.26
07/01/97 to 06/30/98	\$32.26
07/01/98 to 06/30/99	\$33.31
07/01/99 to 02/29/00	\$34.40
03/01/00 to 06/30/00*	\$34.40
07/01/00 to 06/30/01*	\$35.51
07/01/01 to 02/28/02*	\$36.67

\*Option Period

In the event the State exercises its right to construct additional buildings at the Facility and/or to expand the capacity of existing buildings at the Facility, the parties will negotiate a Per Diem Rate for such additional Inmates, it being the intent of the parties that the State will pay only the marginal costs for such additional Inmates.

Section 7.2 Per Diem. The Per Diem payment will be made only for Inmates actually incarcerated at the Facility, except Per Diem payment shall be made for any Inmate hospitalized at a state departmental Facility during the period when the Contractor is responsible for said hospitalization expense. No Per Diem shall be paid for any Inmate out on court order.

Section 7.3 Billings. The Contractor shall bill the State for each calendar month, within 30 days of the end of each month. The invoice shall specify the total number of Inmate Days for the month. This total shall then be multiplied by the applicable Per Diem Rate. Payment on said invoices shall be due within 30 days from receipt of the invoice and shall be made through the State's automated clearinghouse wire transfer system. The Contractor shall complete and sign an "Authorization Agreement for Automated Deposits (ACH Credits) form." All payments to the Contractor under this or any other Contract, shall be made through the State's Automated Clearing House wire transfer system. The Contractor shall not commence work or invoice the State for services until it has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later time shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

Section 7.4 Billing Disputes. If the amount to be paid to Contractor is disputed by the State, the State, on or before the date the invoice is payable, shall advise the Contractor of the basis for the dispute and, in the manner provided above, pay the amount of such invoice which is not in dispute.

**Section 7.5 Compensation Adjustment for Change of Services.**

(a) The parties recognize that each has entered into this Contract based upon the standards in effect as of the Effective Date of the Contract. Contractor agrees to be bound by any applicable Standard change and said change shall not affect the validity of this Contract. If a change occurs in an applicable Standard other than as provided in subsection (b) herein, either party may notify the other in writing if it is believed said change shall affect the services delivered by the Contractor. The Commissioner shall make the final, binding decision regarding whether a change has occurred in an applicable Standard and whether said change affects the services rendered by the Contractor. Any adjustment in compensation due the Contractor shall be determined in accordance with subsection (d).

(b) If Contractor desires to make minor revisions to its Proposal which will not affect its ability to comply with the other Standards, the Contractor shall notify the Commissioner of said proposed revision in writing. Said minor revisions to the Proposal may occur only upon the prior written consent of the Commissioner. It shall be within the Commissioner's sole discretion whether or not to agree to said minor revision and his decision shall be binding. Any adjustment in compensation resulting from said minor revision shall be determined in accordance with subsection (d). This provision is an exception to Section 12.17.

(c) In the event Contractor may receive payments or compensation of any nature for services it is obligated to perform under this Contract from any source, including but not limited to federal, state or local authority, or any third party, other than the compensation described in this Contract, Contractor shall receive prior written consent and direction from the State prior to receiving any such additional compensation. The State may withhold a comparable amount from

any payments due the Contractor. In the event said additional compensation is used to provide enhanced or innovative services at the Facility as compared to the services provided by the Department at comparable facilities, Contractor must still receive prior written consent from the State prior to receiving said compensation but the Contractor may retain those funds. The Commissioner shall decide whether the funds will be used to provide enhanced or innovative services at the Facility.

(d) Within thirty (30) days of the notices required in subsections (a) through (c) above, Contractor shall provide State with the proposed adjustment in compensation and appropriate documentation in support thereof. The Commissioner shall decide whether and to what extent an adjustment in Per Diem Rate is appropriate. In the event the proposed adjustment decreases the Per Diem Rate then the Commissioner may agree to reduce said Per Diem Rate, provided, however, in the event the proposed adjustment increases the Per Diem Rate then the Per Diem Rate may be increased only by amendment to this Contract as described in Section 12.17.

**Section 7.6 Failure to Agree on Billing Dispute or for Additional or Reduced Services.**

(a) In the event Contractor disagrees with the State's failure to pay a disputed amount under Section 7.4, disagrees with the adjustment in compensation determined by the Commissioner under Section 7.5 or disagrees with any other aspect or amount of payment made by the State then the Contractor shall submit a claim and the grounds for said disagreement in writing to the Commissioner within thirty (30) days of the date the State either makes partial payment of the disputed bill or refuses disputed bill in its entirety. Failure of the Contractor to submit said claim and grounds to the Commissioner in writing within the time period described

herein shall be an absolute waiver of said claim. The State shall be afforded a sixty (60) day period in which to effect a cure or take reasonable steps to effect a cure.

(b) In the event the Contractor timely provides the notice described in subsection (a), then Contractor may file a claim against the State before the appropriate forum in Tennessee with jurisdiction to hear said claim. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear said claim within one (1) year of the notice described in subsection (a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a Contractual period of limitations for any claim brought by the Contractor. Neither this Section nor any other provision of this Contract creates or expands jurisdiction of any court or commission over the State.

## ARTICLE 8

### INDEMNIFICATION, INSURANCE AND DEFENSE OF CLAIMS

#### Section 8.1 General Indemnification.

(a) The Contractor agrees to protect, indemnify, save and hold harmless the State, all State departments, agencies, boards, and commissions, as well as officers, agents, servants, and employees of the State, including volunteers, from any and all claims, demands, expenses, and liability arising out of the performance under the Contract of the Contractor, its agents, servants, employees, subcontractors, and independent Contractors, and from any and all costs, expenses, and attorneys' fees (including costs of work done by the Attorney General or his designees incurred as a result of any claims, demand, lawsuit or cause of action.)

(b) The State shall give the Contractor written notice of such claim or suit, if the State is notified first, and full right and opportunity to conduct the Contractor's defense thereof; but the State does not hereby accord to the Contractor, through its attorneys, any rights to represent the State of Tennessee and all State Departments, agencies, boards and commissions, as well as officers, agents, servants, and employees of the State, including volunteers in any legal matter, such right being governed by T.C.A. § 8-6-106.

The State, its Departments, agencies, boards, and commissions, as well as its officers, agents, servants, and employees of the State, including volunteers shall, at the option of the Attorney General, be represented by the Attorney General, his designee, or outside counsel selected by the State and the Contractor shall be responsible for all fees, costs and expenses associated with that representation.

**This indemnification shall include, but not be limited to, the following:**

- (i) Any Breach on the part of the Contractor in the performance of the Contract;**
- (ii) Any claims or losses for services rendered by Contractor, by any person or firm performing or supplying services, materials or supplies in connection with the performance of the Contract;**
- (iii) Any claims or losses, to any person injured or property damaged from the acts or omissions of the Contractor, its officers, agents, employees in the performance of the Contract;**
- (iv) Any claims or losses by any person or firm injured or damaged by Contractor, its officers, agents, or employees by the publication translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by Federal, State, or local statutes and regulations; and**
- (v) Any failure of Contractor, its officers, agents or employees to observe the laws of the United States and of the State of Tennessee, including but not limited to labor laws and minimum wage laws;**
- (vi) Any claims or losses resulting from the escape of an Inmate; and**
- (vii) Any claims or losses to any person injured or property damaged from the acts or omissions of any Inmate.**

**Section 8.2 Indemnification Regarding Policies.**

(a) The indemnification of Section 8.1, includes but is not limited to, any claims or losses arising from the promulgation or implementation of the Contractor's policies and procedures whether or not said policies and procedures have been approved by the State.

(b) The indemnification of Section 8.1 includes, but is not limited to any claims of the Contractor's wrongdoing in implementing the Departmental policies listed in Appendix E.

(c) With regard to any claim that the Departmental policies listed on Appendix E are unlawful (i.e., the issue is that the policies and procedures are lawful on their face), if the State is named as a party, the Attorney General, his designee or an independent Contractor hired for that purpose will represent the State. The Contractor will be responsible for its own defense. The State will be liable for any judgment against it and the Contractor will be liable for any judgment against it. However, this subsection shall not apply if the claim in any way arises from Contractor's failure to appropriately implement policy.

The Contractor agrees to send copies of any and all documents which have been filed in any lawsuit naming the Contractor and/or its employees in which concern the operation of the Facility under this Contract to the State.

Contractor shall not waive, release, or otherwise forfeit any possible defense the State may have regarding claims arising from or made in connection with the operation of the Facility by Contractor without the consent of the State. Contractor shall preserve all such available defenses and cooperate with the State to make such defenses available to the maximum extent allowed by law.

**Section 8.3 General Provisions.** Unless otherwise required by the State, all insurance provided by the Contractor shall be in conformance with the General Specifications for Insurance detailed in Appendix D. Upon written request by the State, Contractor shall revise or supplement the insurance listed on Appendix D and may seek a compensation adjustment pursuant to Section 7.5.

**Section 8.4 Types of Insurance.** The Contractor shall continuously maintain and pay for insurance and insurance company services meeting the general and specific provisions set forth in Appendix D during the term of this Contract, for the following types of insurance:

Workman's Compensation

General Liability, excluding products and completed operations

Products and Completed Operations Liability

Business Automobile Liability

Owned and Non-owned Aircraft Liability

Umbrella/Excess Liability

Director's and Officer's Liability

Professional and Medical Liability covering nurses, attorneys, counselors, psychologists, and social workers

Property/Boiler and Machinery

Employee Dishonesty

Section 8.5 Fire and Property Insurance. The State shall maintain all risk property insurance on the State's buildings which comprise the Facility. The Contractor shall obtain and keep in force insurance on all property to be located at the Facility.

Section 8.6 Defense/Immunity. Notwithstanding any provision contained herein to the contrary, the State does not waive any immunity defenses which may exist by operation of law, including, but not limited to, limitations on the amount of damages which may be awarded or paid.

Section 8.7 Financial Strength. The Contractor shall, prior to signing this Contract, file with the State an audited financial statement showing a net stockholders equity, calculated according to generally accepted accounting principles consistently applied, of not less than five million dollars (\$5,000,000). Thereafter, the Contractor shall file annually, on or before April 1 of each year, a current financial statement and if the net stockholders equity of the company shall ever be less than five million dollars (\$5,000,000), the State may declare the Contractor in default unless the Contractor provides alternative evidence of equivalent financial worth within thirty (30) days of demand by the State.

Section 8.8 Exception to General Indemnification. The indemnification provisions of this Section shall not apply to injury, death or damage to property arising solely out of the negligence or misconduct of the State, its officers, agents, servants or independent Contractors (other than Contractor) who are directly responsible to the State.

## ARTICLE 9

### CONTRACT COMPLIANCE

#### Section 9.1 Breach.

(a) A party shall be deemed to have breached the Contract if any of the following occurs:

- (i) failure to perform in accordance with any term or provision of the Contract;
- (ii) partial performance of any term or provision of the Contract; and
- (iii) any act prohibited or restricted by the Contract.

For purposes of this Article, items (i) through (iii) shall hereinafter be referred to as "Breach."

(b) In the event of a Breach by Contractor, the State shall have available the following remedies as described further herein:

- (i) actual damages and any other remedy available at law or equity;
- (ii) liquidated damages;
- (iii) Partial Default; and/or
- (iv) termination of the Contract.

(c) In the event of Breach by the Contractor, the Liaison shall provide Contractor written notice of the Breach and a time period to cure said Breach described in the notice. In the event the Contractor disagrees with the Liaison's determination of Breach, period to cure, or initiation of liquidated damages, the Contractor shall notify the Commissioner in writing, provided, however, any appeal to the Commissioner shall not toll or otherwise affect the period to cure. The decision by the Commissioner shall be final and binding. In the event Contractor

fails to cure the Breach within the time period provided, then the State shall have available any and all remedies described herein. In the event the Breach is not cured and in the event the State elects to invoke liquidated damages said liquidated damages shall commence on the date the cure period expires; provided, however, if the Commissioner determines the Contractor's management team has concealed or mislead the State concerning the Breach, the liquidated damages shall commence on the date of the Breach. For purposes stated herein, Contractor's management team is defined as consisting of persons in the rank of shift supervisor or above. This subsection regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Breaches of the same nature, or in the event the Liaison or Commissioner invokes the immediate compliance provisions of Section 4.10.

Section 9.2 State Breach.

(a) In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within thirty (30) days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. The State shall be afforded a forty-five (45) day period in which to effect a cure or in which to take reasonable steps to effect a cure; provided, however, that if the alleged Breach concerns the State's failure to make payment under this Contract, the State shall have sixty (60) days after the notice to effect a cure unless the payment is the subject of a dispute between the parties.

(b) Failure by the Contractor to provide the written notice described in subsection (a) shall operate as an absolute waiver by the Contractor of the State's Breach.

(c) With the exception of the provisions contained in subsection (f) herein, in no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract.

(d) In the event of Breach by the State, the Contractor may itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure, as described in this Section operates as a waiver of the State's Breach.

(e) Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the notice described in subsection (a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a Contractual period of limitations for any claim brought by the Contractor.

(f) In the event the State fails to make any payment due under this Contract within the cure period specified herein and the amount not paid exceeds one hundred thousand dollars (\$100,000), the Contractor may terminate the Contract upon 90 days prior written notice to the Commissioner, provided, however, Contractor may terminate this Contract only upon the State's failure to pay an amount which is not in dispute.

(g) In the event the provisions of this Article are in conflict with the provisions of Section 7.6, Section 7.6 shall control. The Contractor's waiver of the State's Breach described in this Section is an exception to Section 12.17.

**Section 9.3 Liquidated Damages.**

(a) In the event of a Breach by Contractor described in Appendix E, the State may withhold as liquidated damages the amounts designated on Appendix E from any amounts owed Contractor.

(b) The State shall notify Contractor in writing of the Breach and the amounts to be withheld as liquidated damages.

(c) Liquidated damages shall be assessed in conformance with Section 9.1(c).

(d) The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor designated in Appendix E as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants that it has carefully reviewed the liquidated damages contained in Appendix E and agrees that said amounts are the liquidated damages resulting from negotiation between the parties, represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach.

(e) It is hereby agreed between the parties that the liquidated damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include:

- (i) any injury or damage sustained by a third party and Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision contained in Article 8 or otherwise; and

(c) In the event the State declares a Partial Default, the State may withhold from the amounts due the Contractor the greater of:

- (i) amounts which would be paid the Contractor to provide the defaulted service as provided in subsection (e); or
- (ii) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party

together with any other damages associated with the Breach.

(d) To determine the amount the Contractor is being paid for any particular service, the Department shall review the Contractor's budget. The Commissioner or his designee shall make the final and binding determination of said amount.

(e) The State may assess liquidated damages against the Contractor pursuant to Section 9.3 for any failure to perform which ultimately results in a Partial Default with said liquidated damages to cease when said Partial Default is effective.

(f) Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

(g) Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

#### Section 9.5 Termination.

(a) In the event of a Breach by Contractor, the State may terminate the Contract immediately or in stages.

(b) The Contractor shall be notified of the termination in writing signed by the Commissioner. Said notice shall hereinafter be referred to as Termination Notice.

(c) The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages.

(d) Contractor agrees to cooperate with the State in the event of a termination, Partial Default or Partial Takeover.

(e) In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity.

(f) In the event of a termination, Contractor shall be liable to the State for any and all damages incurred by the State including but not limited to transportation of Inmates, activation of the National Guard or any other state agency, expenses incurred by the State to staff the Facility, and any and all expenses incurred by the State to run the Facility which exceed the amount the State would have paid Contractor under this Contract.

#### **Section 9.6 Partial Takeover.**

(a) The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State.

(b) Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the state will assume and the date of said assumption.

(c) Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract.

(d) The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the Commissioner. The amounts shall be withheld effective as of the date the State assumes the service.

(e) Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**Section 9.7 Termination Due to Unavailability of Funds.** The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**Section 9.8 Termination for Convenience.**

(a) Beginning one Year after the Service Commencement Date, the State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of Contract by the State. The State shall give the Contractor ninety (90) days written notice prior to termination of this Contract.

(b) Contractor shall be entitled to receive compensation for satisfactory authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor ~~for compensation for the Contractor~~ <sup>QAM</sup> for compensation for any service which has not been rendered.

(c) Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount, except that the State shall pay for all supplies and equipment on order and not yet delivered to the Facility as of the date of termination.

**Section 9.9 Performance and Payment Bond.** Contractor agrees to provide the required Performance and Payment Bond described in the RFP within 15 days of the execution of this Contract and to maintain said Performance and Payment Bond throughout the duration of this Contract.

**ARTICLE 10**

**PROHIBITIONS**

Notwithstanding any other provision of this Contract to the contrary, nothing contained herein shall be interpreted to authorize, allow or imply authority of the Contractor to do the following:

(a) develop or implement procedures for calculating Inmate release and parole eligibility dates;

(b) develop and implement procedures for calculating and awarding sentence credits;

(c) approve Inmates for furlough and work release;

(d) approve the type of work an Inmate may perform, and the wages or sentence credits which may be given to Inmates engaged in such work; and

(e) grant, deny or revoke sentence credits; place an Inmate under less restrictive custody or more restrictive custody; or take any disciplinary actions; provided, however, that this Section shall not prevent Contractor from making recommendations to the State with respect to any of the above in conformance with Departmental policy. The Commissioner shall determine whether any action or proposed action violates the provisions of this Article.

**ARTICLE 11**

**CONTRACTORS REPRESENTATIONS AND WARRANTIES**

Section 11.1 Representations of Contractor. Contractor represents and warrants to and for the benefit of State, with the intent that State will rely thereon for purposes of entering into this Contract, as follows:

The Contractor's Proposal, incorporated herein by reference, contains no material misrepresentations by the Contractor. This Contract contains no factual changes from the Proposal submitted by the Contractor.

Section 11.2 Organization and Qualification. Contractor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware with power and authority to own its properties and conduct its business as presently conducted. Contractor is duly qualified to do business as a foreign corporation in good standing in Tennessee and shall so remain during the term of this Contract.

Section 11.3 Authorization. This Contract has been duly authorized, executed, and delivered by Contractor and, assuming due execution by the appropriate State officials as indicated on the signature page of this Contract and delivery by State, constitutes a legal, valid, and binding agreement enforceable against Contractor in accordance with its terms.

**Section 11.4 No Violation of Contract, Articles of Incorporation or Bylaws.** The consummation of the transactions contemplated by this Contract and its fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, Contract, governmental license or permit, or other agreement or instrument to which Contractor is a party or by which its properties are bound, or any order, rule, or regulation of any court or any regulatory body, administrative agency, or their governmental body applicable to Contractor or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect Contractor's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of Contractor.

**Section 11.5 No Defaults under Agreements.** Contractor is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by Contractor, under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, Contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect Contractor's ability to perform its obligations under this Contract.

**Section 11.6 Compliance with Laws.** Contractor, its officers and directors purporting to act on behalf of Contractor or such officers and directors have been conducting business in compliance

with all applicable laws, rules, and regulations of the jurisdictions in which Contractor is conducting business including all safety laws and laws with respect to worker's compensation, discrimination in hiring, promotion or pay of employees. Contractor warrants that Contractor, and its current and former officers and directors have:

- (i) no convictions regarding criminal activity;
- (ii) no pending charges regarding criminal activity, or
- (iii) to their knowledge, no investigations on-going by any state, local or federal authorities regarding any possible criminal activity,

except as provided in writing.

**Section 11.7 No Litigation.** There is not now pending or, to the knowledge of Contractor, threatened, any action, suit, or proceeding to which Contractor is or may be a party, before or by any court or governmental agency or body, which might result in any material adverse change in Contractor's ability to perform its obligations under this Contract, or any such action, suit, or proceeding related to environmental or civil rights matters; and no labor disturbance by the employees of Contractor exists or is imminent which might materially and adversely affect Contractor's ability to perform its obligations under this Contract.

**Section 11.8 Financial Statements.** Contractor has delivered to State copies of financial statements provided in its Proposal.

Contractor represents such financial statements fairly present the financial position of Contractor at the dates shown and the results of the operations for the periods covered, and have

been prepared in conformity with generally accepted accounting principles applied on a consistent basis, except as discussed in the notes to the financial statements.

**Section 11.9 No Adverse Change.** Since the date of Contractor's financial statements described in Section 11.8 provided to State, there has not been any material adverse change in Contractor's business or condition, nor has there been any change in the assets or liabilities or financial condition of Contractor from that reflected in such financial statements which is material to Contractor's ability to perform its obligations under this Contract.

**Section 11.10 Disclosure.** There is no material fact which materially and adversely affects or in the future will (so far as Contractor can now reasonably foresee) materially and adversely affect Contractor's ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to State by Contractor prior to the date hereof.

**Section 11.11 Opinion of Contractor's Counsel.** Contractor shall furnish to State an opinion of counsel in connection with this Contract dated as of the date of the Contract. Such opinion shall address the Contractor's compliance with applicable law, affirm its authority to enter into this Contract, indicate that the Contractor is not currently in litigation or have notice of litigation that could cause the Contractor not to perform the terms of this Contract, affirm the enforceability of this Contract in accordance with its terms, and affirm that the financial statements provided by the Contractor were prepared in accordance with generally accepted accounting principles.

## **ARTICLE 12**

### **MISCELLANEOUS**

Section 12.1 **Audits**. Contractor shall maintain documentation of all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the State or the Comptroller of the Treasury or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

Section 12.2 **Non-Discrimination**. No person on the grounds of 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 be denied benefits of, or be otherwise subjected to discrimination in the performance under the Contract or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

Section 12.3 **Binding Nature**. This Contract shall not be binding until the State has received a Payment and Performance Bond as required by the RFP and evidence of insurance required by

the RFP and it is approved and executed by all the parties indicated on the signature page of the Contract.

**Section 12.4 Invalidity and Severability.**

(a) In the event that any provision of this Contract shall be held to be unlawful, invalid or unenforceable, all parties agree that all other terms and conditions of the Contract shall remain in full force and effect except as specifically provided in this section.

(b) With the exception of the provisions contained in Article 9, in the event any or all provisions of this Contract are found to be unlawful, invalid or unenforceable by a commission or court of competent jurisdiction, both parties agree that neither shall be in Breach of Contract or liable in any manner to the other for damages, costs, or expenses of any nature which the other might sustain due to said finding; provided, however, in the event said finding reduces the services rendered by Contractor, the State may reduce the Per Diem Rate paid Contractor pursuant to Section 7.6 and said finding shall not excuse a Breach.

(c) In the event a court of competent jurisdiction finds a provision(s) of this Contract to be unenforceable the Commissioner may terminate this Contract upon thirty (30) days notice without penalty or liability to the State.

**Section 12.5 Headings.** The headings contained in the Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

**Section 12.6 Terminology and Definitions.** All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

**Section 12.7 Interpretation and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. Any legal proceedings against the State regarding the Contract shall be brought in the State of Tennessee administrative or judicial forum with appropriate jurisdiction. Venue shall be in Davidson County, Tennessee.

**Section 12.8 Change in Owners.** Contractor shall notify the State in writing of any change of ownership of the Contractor, through sale or merger, which occurs during the term of the Contract. Contractor shall inform the State fully of the financial ability of the new ownership to fully comply with the terms and conditions of the Contract. The State reserves the right to terminate the Contract in the event of a change in ownership without penalty to the State or to consider the failure to comply with the notification or financial reporting provisions as a Breach by the Contractor.

**Section 12.9 Duration of Services.** Contractor agrees that the services and programs set forth in this Contract will be maintained for the duration of the Contract period.

**Section 12.10 Approval of Bond Counsel.**

(a) Because construction of the Facility was funded through the issuance of tax exempt, general obligations debt, the use and management of the Facility by the Contractor and any and all subcontractors in subject to and constrained by the Federal Tax laws and regulations governing tax exempt financing. Therefore, this Contract is subject to review by the State's bond counsel before approval.

(b) In addition, any use of the Facility by Contractor and all subcontractors, including, but not limited to, the conduct of an industries program pursuant to Section 5.28 of the Contract, which results in any payment to the State, either directly or indirectly, is subject to review by the State's bond counsel before approval.

**Section 12.11 Release.** Contractor, upon final payment of the amount due under this Contract, releases the State, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the State to any obligation not expressly assumed herein by the State.

**Section 12.12 Subcontracting and Assignment.**

(a) The Contractor shall not assign the Contract or enter into a subcontract for any of the services performed under the Contract without obtaining the prior written approval of the State. No subcontract may be executed until the State has reviewed and approved the subcontract for conformity with this Contract.

(b) The Contractor shall provide that all subcontractors are notified in writing prior to the execution of the subcontract that the Facility is being funded through the issuance of tax exempt, general obligation debt and that the use and management of the Facility by the Contractor and any and all subcontractors is therefore subject to and constrained by the federal tax laws and regulations governing tax exempted financing. The State may consult with its Bond Counsel to determine whether any assignment or subcontract complies with such laws and regulations.

(c) The Contractor shall provide that all subcontractors warrant that no part of the total subcontract 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 officer, agent, employee, subcontractor, or consultant to the subcontractor in connection with any work contemplated or performed relative to the subcontract.

(d) The Contractor shall provide that all subcontractors agree that no person on the grounds of 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 be denied benefits of, or be otherwise subjected to discrimination in the performance under the subcontract or in the employment practices of the subcontractor. The subcontractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.

(e) The Contractor shall provide that all subcontracts may be assignable to the State at the State's sole discretion. Any subcontract shall also provide that the State shall not be responsible for any outstanding liability to the subcontractors incurred by the Contractor and that

the State may terminate such subcontracts upon giving thirty days prior written notice with or without cause.

Section 12.13 Research Projects. Contractor shall not publish or disseminate any findings based on data obtained from the operation of the Contract or engage in any research projects without the prior written consent of the Department.

Section 12.14 Sovereign Immunity. The sovereign immunity of the State shall not apply to the Contractor nor any subcontractor, agent, employee, or insurer of the Contractor. Neither the Contractor nor any subcontractor, agent, employee, or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty under this Contract.

Section 12.15 Prohibited Payments. Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or an official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to the Contract.

**Section 12.16 Notices. Addresses:** All notices shall be hand-delivered to the Contractor's Warden, or the State's Liaison or sent certified mail, return receipt requested to:

**State:** Commissioner Department of Correction  
4th Floor, Rachel Jackson Bldg.  
320 6th Avenue North  
Nashville, Tennessee 37243-0465

**Contractor:** Linda G. Cooper  
Vice President, Legal Affairs  
Corrections Corporation of America  
102 Woodmont Boulevard, Suite 800  
Nashville, TN 37205

The notice shall be deemed to be received on the date of the hand-delivery or on the third day after mailing.

**Section 12.17 Amendments.** The terms and provisions of this Contract may be waived, altered, modified, amended, supplemented or revised only by written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of the Contract. Neither the Liaison(s) or any other employee or official of the State is authorized to modify, amend or waive the terms and provisions of this Contract except as provided in this Section.

**Section 12.18 Waiver.** No consent, waiver or excuse of any Breach of any of the terms or conditions of this Contract shall be held to be a consent, waiver, or excuse of any other or subsequent Breach; nor shall any such waiver or excuse be valid or binding unless the same shall be in writing and approved and executed by the party alleged to have granted the waiver as indicated on the signature page of the Contract.

**Section 12.19 Third Party Beneficiary.** Neither the Contractor nor the State intends to create rights for any third party by the Contract and no third party beneficiary rights are created hereby. Third parties shall mean all persons except the State and the Contractor, including but not limited to employees of Contractor, subcontractors of Contractor and Inmates located at the Facility.

**Section 12.20 Laws.** The Contractor shall comply with all applicable federal, state, and local constitutions, laws, and regulations, court decisions, Court Orders, and any applicable state and federal orders in the performance of the Contract including but not limited to the provisions of T.C.A. § 41-24-101, et seq., which may be in effect during the term of this Contract.

**Section 12.21 Attorney Fees.** The Contractor agrees that in the event either party deems it necessary to take legal action to enforce any provision of the Contract and in the event the State prevails, the Contractor shall pay all expenses of such action, including but not limited to the State's attorney fees and costs of all stages of the litigation.

**Section 12.22 Approvals.** Any policies, procedures or other documents contained or referenced in this Contract subject to the State's approval under the terms this Contract shall remain subject to State prior written approval whenever they are revised, amended, replaced or supplemented.

**Section 12.23 Fraud/Misrepresentation.** If, in the course of any stage under the RFP, Proposal evaluation, Contract negotiation, Contract execution or term of the Contract, the Contractor commits fraud, misrepresentation or conspiracy to defraud the State, the State shall have the right

to pursue any remedies described in Article 9 and/or pursue any criminal sanctions allowed by law.

**Section 12.24 Financial Termination.** The State may terminate the Contract without penalty to the State in the event the Contractor:

- (a) admits in writing its inability to pay its debts;
- (b) makes a general assignment for the benefit of creditors;
- (c) suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within 60 days;
- (d) suffers proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by Contractor, not to be dismissed or stayed within 60 days; or
- (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within 60 days after issue or levy.

**Section 12.25 Set-Off.** The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the parties any amounts which are or shall become due and payable to the State by the Contractor. The State may withhold any amounts which may otherwise be due the Contractor without waiver of any other remedy or damages available to the State under this Contract at law or at equity.

Section 12.26 Maximum Liability. Notwithstanding any provision contained herein to the contrary, in no event shall the maximum liability of the State under this Contract exceed \$55,639,180. The maximum liability to the State under this Contract for each respective year of this Contract is as follows:

Fiscal Year 1996 - 1997	<u>\$ 6,037,924</u>
Fiscal Year 1997 - 1998	<u>\$ 18,069,683</u>
Fiscal Year 1998 - 1999	<u>\$ 18,656,075</u>
Fiscal Year 1999 - 2-29-2000	<u>\$ 12,875,498</u>

Section 12.27 Confidentiality. The Contractor shall maintain the confidentiality of all records required by the Standards.

Section 12.28 Construction. In the event of a dispute about the construction or interpretation of any provision of the Proposal, said Proposal shall be construed in favor of the State. The parties agree that should a dispute arise involving the construction or interpretation of the RFP or this Document, said documents shall not be construed or interpreted in favor of either party.

Section 12.29 Written Notices. The necessity of written notices herein shall be strictly construed.

Section 12.30 Implied Covenants or Agreements. The State shall be bound only by the express, written terms contained herein and shall not be bound by any implied covenants or agreements.

Section 12.31 Approvals. Contractor agrees to accept and implement any revisions, alterations or supplements suggested by the State to any document, plan, policy or procedure which requires State approval.

Section 12.32 Notices. Failure of the State to provide any notice to Contractor described in this Contract whether or not the State had knowledge of the appropriateness of said notice shall not relieve the Contractor of its obligation to perform in accordance with the Contract and shall not be a waiver or excuse of any failure to perform.

Section 12.33 No Contingent Fees. No person or entity shall be employed or retained or given anything of monetary value on a contingent fee basis to solicit or secure this Contract, except bonafide employees of Contractor (including proposed subcontractors) or bonafide established commercial or professional entities retained by Contractor for the purpose of securing business. For violation of this Section, in addition to the remedies available pursuant to Article 9, the State shall have the right to deduct from any amount owed Contractor the amount of such commission, percentage, brokerage or contingent fee, and other benefit from the Contractor.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Contract as of the 28 day of Feb, 1998

17  
JGM

STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION

BY: Donal Campbell  
Donal Campbell, Commissioner

Date: 1/24/97

APPROVED:  
STATE OF TENNESSEE

John D. Ferguson  
John D. Ferguson, Commissioner  
Commissioner, Finance  
and Administration

Date: 2-3-97

William R. Snodgrass  
William R. Snodgrass  
Comptroller of the Treasury

Date: 2-3-97

John Knox Walkup  
~~Charles W. Burson~~ John Knox Walkup  
Attorney General and Reporter

Date: 2/27/97

CONTRACTOR

BY: Paul L. Myer

Date: 1-18-97  
President, CCA <sup>RAM</sup> <sub>DL</sub>

ATTEST:

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Pursuant to T.C.A. Section 9-6-113,  
I John D. Ferguson, Commissioner of  
Finance & Administration, do hereby  
certify that there is a balance in the  
appropriation for which this  
obligation is required to be paid, that  
in payment of the same entered to pay  
obligations previously incurred.

## APPENDICES

- Appendix A Description of Real Property
- Appendix B Equipment Furnished by the Tennessee Department of Correction
- Appendix C Tennessee Department of Correction Policies Applicable to SCCC
- Appendix D Insurance
- Appendix E Liquidated Damages Schedule

**VEHICLES**  
**SOUTH CENTRAL CORRECTIONAL CENTER**

<u>VEHICLE ID#</u>	<u>YEAR</u>	<u>MAKE</u>	<u>TYPE</u>
2B5WB35ZINK128792	1992	DODGE	TRUCK
2B5WB35ZXNK128791	1992	DODGE	STATION WAGON
2B4GH2533NR655110	1992	DODGE	STATION WAGON
2B4GH2535NR655111	1992	DODGE	STATION WAGON
1GCCTI4ZXN8141301	1992	CHEVROLET	TRUCK
1GCCS14A0N8100432	1992	CHEVROLET	TRUCK
1GCCS14A7N8146694	1992	CHEVROLET	TRUCK
2B5WB3521RK573877	1994	DODGE	VAN
2B5WB3521BK538692	1994	DODGE	VAN
<b>SURPLUS VEHICLES*</b>			
2G1WL54T3N9108346	1992	CHEVROLET	SEDAN
1GCCS14A4N8114592	1992	CHEVROLET	TRUCK
1GCCS14A2N8117765	1992	CHEVROLET	TRUCK

\*Should be replaced by three vehicles.

PARAMETERS: BA11A230 ,STREET ,073096 ,01,SCH1000 , , ,32944,32944,010160,073096,.....Y,.,.

PARAMETER NAME	PARAMETER VALUE
REPORT NUMBER:	BA11A230
REQUESTOR:	STREET
REQUEST DATE:	073096
NUMBER OF COPIES:	01
DATA BASE NAME 1:	SCH1000
DATA BASE NAME 2:	
DATA BASE NAME 3:	
FROM DEPT/DIV:	32944
TO DEPT/DIV:	32944
FROM DATE (MMDDYY):	010160
TO DATE (MMDDYY):	073096
COUNTY:	
BUILDING:	
ROOM:	
FLOOR:	
UNIT HARD:	
COMM. CODE:	
Y FOR AUTHORIZED ASSETS:	Y
Y FOR UNAUTH ASSETS:	
Y FOR RETIRED ASSETS:	

## RGS PERFORMANCE STATISTICS

PAGE-WIDTH IS:	132
PAGE-LENGTH IS:	060
UOL STATEMENTS:	289
POL STATEMENTS:	245
INTERNAL TABLE STATEMENTS:	299
BYTES OF EXTRACT CODE:	2,785
BYTES OF PRINT CODE:	1,750
SEQUENCE KEY LENGTH:	31
CDS PASSED FOR EXTRACTION:	266,336
DS SELECTED FOR REPORTING:	642

REPORT: DA11A230  
TIME: 00:00 '96

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSET  
FROM 01/60 TO 07/30/96

DATE: 07/31/96

TAG #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 19280									
COMMODITY CODE: 84067 COMMODITY CODE DESC: VIDEO MONITOR									
P40477		PERS		VIDEO MONITOR	8513001	02/29/92	02/29/92	482.35	00/00/00
								482.35	
								482.35	
LOCATION: 91010									
COMMODITY CODE: 02062 COMMODITY CODE DESC: TILLAGE EQUIPMENT									
P40543		MAINT	MAIN	TILLAGE EQUIPME		12/14/93	12/14/93	849.00	00/00/00
								849.00	
COMMODITY CODE: 02063 COMMODITY CODE DESC: TRACTOR, FARM, WHEEL TYPE									
P40539		MAIN	MAIN	TRACTOR, FARM, LV52000D220465		11/18/93	11/18/93	14,250.00	00/00/00
								14,250.00	
COMMODITY CODE: 04542 COMMODITY CODE DESC: RANGE, TOP OVEN ELECTRIC									
P40532		KITC	KITC	RANGE, TOP OVEN		02/18/94	02/18/94	19,474.00	00/00/00
								19,474.00	
COMMODITY CODE: 06506 COMMODITY CODE DESC: BODY, UTILITY TRUCK									
P40515		MAINT	MAIN	BODY, UTILITY T NONE, FOR FOOD SVS		12/22/93	12/22/93	777.57	00/00/00
								777.57	
COMMODITY CODE: 07062 COMMODITY CODE DESC: TRUCKS-FOR SPECIALIZED BODY									
P40541		MAINT	MAIN	TRUCKS-FOR SPEC 2698		10/11/93	10/11/93	4,200.00	00/00/00
P40542		MAINT	MAIN	TRUCKS-FOR SPEC 2859		10/11/93	10/11/93	4,200.00	00/00/00

STATE OF TENNESSEE  
 PERSONAL PROPERTY INVENTORY BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

AG #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
EPT/DIV: 32944									
LOCATION: 91010									
				COMMODITY CODE:	07062	COMMODITY CODE DESC:	TRUCKS-FOR SPECLIZED BODY	8,400.00	
P40512		FIRE	SFTY	FIRE PROTECTION W/CASE		11/16/93	11/16/93	2,006.00	00/00/00
				COMMODITY CODE:	34038	COMMODITY CODE DESC:	FIRE PROTECTION SYSTEM	2,006.00	
P40533		KITC	KITC	COOKER, FOOD PR	B940BC0309	02/18/94	02/18/94	2,556.00	00/00/00
P40534		KITC	KITC	COOKER, FOOD PR	B94BA00310	02/18/94	02/18/94	2,556.00	00/00/00
				COMMODITY CODE:	37008	COMMODITY CODE DESC:	COOKER, FOOD PROCESS	5,112.00	
P40535		KITC	KITC	KETTLE, HEAVY D		03/16/94	03/16/94	8,790.00	00/00/00
				COMMODITY CODE:	37030	COMMODITY CODE DESC:	KETTLE, HEAVY DUTY	8,790.00	
P40536		KITC	KITC	PUMP, FOOD PROC	F94BA00416	02/18/94	02/18/94	1,477.00	00/00/00
				COMMODITY CODE:	37036	COMMODITY CODE DESC:	PUMP, FOOD PROCESSING	1,477.00	
P40537		KITC	KITC	TABLE, SORTING		06/02/94	06/02/94	3,003.70	00/00/00
P40538		KITC	KITC	TABLE, SORTING		06/02/94	06/02/94	3,003.70	00/00/00
				COMMODITY CODE:	37054	COMMODITY CODE DESC:	TABLE, SORTING	6,007.40	
P40509		J.K	KELL	TYPEWRITER, ELE	11XTF29-60072	11/19/93	11/19/93	540.00	00/00/00
				COMMODITY CODE:	60074	COMMODITY CODE DESC:	TYPEWRITER, ELECTRONIC		

PORT: BA11A230  
 ME: 00:09:36

STATE OF TENNESSEE  
 PERSONAL PROPERTY ITEMS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 3  
 DATE: 07/31/96

IO #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
EPT/DIV: 32944									
LOCATION: 91010									
				COMMODITY CODE: 60074	COMMODITY CODE DESC: TYPEWRITER, ELECTRONIC			540.00	
40528		ANNEX ANXX		COMMODITY CODE: 60211	COMMODITY CODE DESC: COPYING MACHINE, PLAIN				
				ANNEX ANXX	COPYING MACHINE A6F41202330	10/20/93	10/20/93	2,040.00	00/00/00
								2,040.00	
40511				COMMODITY CODE: 65527	COMMODITY CODE DESC: CAMERA, MOVIE				
					CAMERA, MOVIE	04/05/94	04/05/94	1,455.24	00/00/00
								1,455.24	
P40544		MAINT MAIN		COMMODITY CODE: 72037	COMMODITY CODE DESC: PUMP, SEWAGE & SLUDGE, MOUNT				
					PUMP, SEWAGE & CC-15455	11/05/93	11/05/93	1,173.00	00/00/00
								1,173.00	
P40540		POLE BARN		COMMODITY CODE: 76029	COMMODITY CODE DESC: GRADER, TOWED TYPES				
					GRADER, TOWED T HERBERT LEWIS TRAC	12/17/93	12/17/93	2,295.00	00/00/00
								2,295.00	
P40519		REC	REC	COMMODITY CODE: 80530	COMMODITY CODE DESC: GYMNASIUM APPARATUS				
P40516		RECR	RECR		GYMNASIUM APPAR FUTURE	01/10/94	01/10/94	525.00	00/00/00
P40517		RECR	RECR		GYMNASIUM APPAR FUTURE	10/15/93	10/15/93	4,600.00	00/00/00
P40518		RECR	RECR		GYMNASIUM APPAR	10/15/93	10/15/93	4,600.00	00/00/00
						01/10/94	01/10/94	525.00	00/00/00
								10,250.00	
								84,896.21	

PORT: BA11A2  
ME: 00:09:30

STATE OF ILLINOIS  
PERSONAL PROPERTY ASSETS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 4  
DATE: 07 / 96

OFFICE	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
PT/DIV: 32944									
LOCATION: 91015									
				COMMODITY CODE: 02008	COMMODITY CODE DESC: CUTTER/SHREDDER, TOM CNT/MNT				
10099		MAIN		CUTTER/SHREDDER	10938	02/29/92	02/29/92	4,430.90	00/00/00
								4,430.90	
				COMMODITY CODE: 02539	COMMODITY CODE DESC: COMPRESSOR, AIR > SHP PORTAB				
40500		MAIN		COMPRESSOR, AIR	081491L 480160	02/29/92	02/29/92	1,039.74	00/00/00
								1,039.74	
				COMMODITY CODE: 04562	COMMODITY CODE DESC: VACUUM CLEANER, HOUSEHOLD				
02635		ADMN	ADMN	VACUUM CLEANER,	HT1600006857	07/01/96	07/01/96	538.21	00/00/00
								538.21	
				COMMODITY CODE: 15455	COMMODITY CODE DESC: SEWER PIPE CLEANING MACH				
40492		MAIN		SEWER PIPE CLEA	V0V-39773	02/29/92	02/29/92	1,654.90	00/00/00
								1,654.90	
				COMMODITY CODE: 20511	COMMODITY CODE DESC: CPU, MICROCOMPUTER (PC)				
40481		MAIN		CPU, MICROCOMPUT		02/29/92	02/29/92	1,244.52	00/00/00
								1,244.52	
				COMMODITY CODE: 20545	COMMODITY CODE DESC: COMPUTER POWER RELATED EQUI				
40112		HHS		COMPUTER POWER	0F6-508	02/29/92	02/29/92	1,673.10	00/00/00
								1,673.10	
				COMMODITY CODE: 20547	COMMODITY CODE DESC: PRINTER, (PC) PLOTTER				
P40456		TRAI		PRINTER, (PC)	1620789X	02/29/92	02/29/92	746.99	00/00/00

REPORT: BA11A230  
 TIME: 00:09:36

STATE OF TENNESSEE  
 PERSONAL PROPERTY ITEMS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 5  
 DATE: 07/31/96

AO #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91015									
				COMMODITY CODE: 20547	COMMODITY CODE DESC: PRINTER, (PC) PLOTTER			746.99	
P40498	MAIN			COMMODITY CODE: 28512	COMMODITY CODE DESC: GENERATORS, PORTABLE				
				GENERATORS, POR 1110166		02/29/92	02/29/92	695.66	00/00/00
								695.66	
P40041	VOC			COMMODITY CODE: 28521	COMMODITY CODE DESC: GENERATORS, STATIONARY				
				GENERATORS, STA 1110186		02/29/92	02/29/92	695.66	00/00/00
								695.66	
P40489	MAIN			COMMODITY CODE: 34008	COMMODITY CODE DESC: CABINET-SAFETY				
P40490	MAIN			CABINET-SAFETY		02/29/92	02/29/92	557.70	00/00/00
P40491	MAIN			CABINET-SAFETY		02/29/92	02/29/92	557.70	00/00/00
P40042	VOC			CABINET-SAFETY YELLOW		02/29/92	02/29/92	557.70	00/00/00
								2,230.80	
P40159	ANX			COMMODITY CODE: 34367	COMMODITY CODE DESC: AIR PACK, SAFETY EQUIP.				
				AIR PACK, SAFET		02/29/92	02/29/92	1,381.31	00/00/00
								1,381.31	
P40513	CCA	SCCC		COMMODITY CODE: 36547	COMMODITY CODE DESC: POLISHING & SCRUBBING MACH				
P40514	CCA	SCCC		POLISHING & SCR		12/28/93	12/28/93	650.00	00/00/00
				POLISHING & SCR		12/28/93	12/28/93	650.00	00/00/00
								1,300.00	

REPORT: BA11A2  
 TIME: 00:09:36

STATE OF HESSEE  
 PERSONAL PROPERTY INVENTORY BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 1  
 DATE: 01 /96

IAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944								
LOCATION: 91015								
COMMODITY CODE: 36574			COMMODITY CODE DESC: SHAMPOO & BUFFING MACHINES					
P40272		CLOS	SHAMPOO & BUFFI	21280043	02/29/92	02/29/92	793.04	00/00/00
							793.04	
COMMODITY CODE: 41816			COMMODITY CODE DESC: DESK & TABLE, HOOD					
P33030		BUSH	DESK & TABLE, M		03/20/92	03/20/92	579.95	00/00/00
P33029		COMM	DESK & TABLE, M		03/20/92	03/20/92	579.95	00/00/00
							1,159.90	
COMMODITY CODE: 41820			COMMODITY CODE DESC: CABINET, FILING, METAL					
P40520			CABINET, FILING		01/27/94	01/27/94	866.27	00/00/00
P40521			CABINET, FILING		01/27/94	01/27/94	866.27	00/00/00
P40522			CABINET, FILING		01/27/94	01/27/94	866.27	00/00/00
P40523			CABINET, FILING		01/27/94	01/27/94	866.27	00/00/00
P40524			CABINET, FILING		01/27/94	01/27/94	866.27	00/00/00
P40525			CABINET, FILING		01/27/94	01/27/94	866.27	00/00/00
P40526			CABINET, FILING		01/27/94	01/27/94	866.27	00/00/00
P40527			CABINET, FILING		01/27/94	01/27/94	866.27	00/00/00
P40195	ANNE		CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40390	CLIN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40179	COUN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40181	COUN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40471	MAIN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40480	MAIN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40484	MAIN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40485	MAIN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40487	MAIN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40499	MAIN		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40288	STOR		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40190	TOOL		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40185	MHS		CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40182	10A		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
							14,572.86	
COMMODITY CODE: 41834			COMMODITY CODE DESC: FURNITURE, LOUNGE, IN, HOOD					

101

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DIV: 32944								
LOCATION: 91015								
COMMODITY CODE:		41834	COMMODITY CODE DESC:		FURNITURE, LOUNGE, IN, HOOD			
32	CKPT		FURNITURE, LOUN		03/20/92	03/20/92	672.30	00/00/00
							672.30	
COMMODITY CODE:		51510	COMMODITY CODE DESC:		EDGER & TRIMMER			
25	MAIN		EDGER & TRIMMER	1J22F479	02/29/92	02/29/92	121.62	00/00/00
39	MAIN		EDGER & TRIMMER	1J227G989	02/29/92	02/29/92	121.62	00/00/00
41	MAIN		EDGER & TRIMMER	1J227F418	02/29/92	02/29/92	121.62	00/00/00
43	MAIN		EDGER & TRIMMER	1J227F482	02/29/92	02/29/92	121.62	00/00/00
44	MAIN		EDGER & TRIMMER	1J227F476	02/29/92	02/29/92	121.62	00/00/00
45	MAIN		EDGER & TRIMMER	1J227F423	02/29/92	02/29/92	121.62	00/00/00
46	MAIN		EDGER & TRIMMER	1J227F441	02/29/92	02/29/92	121.62	00/00/00
47	MAIN		EDGER & TRIMMER	1J227F444	02/29/92	02/29/92	121.62	00/00/00
							972.96	
COMMODITY CODE:		54514	COMMODITY CODE DESC:		DRILLS, HYDRAULIC POWERED			
495	MAIN		DRILLS, HYDRAUL	28485	02/29/92	02/29/92	1,439.34	00/00/00
037	VOC		DRILLS, HYDRAUL	28321	02/29/92	02/29/92	1,439.33	00/00/00
							2,878.67	
COMMODITY CODE:		54552	COMMODITY CODE DESC:		SANDERS, BENCH OR PORTABLE			
1040	VOC		SANDERS, BENCH	1100843	02/29/92	02/29/92	877.93	00/00/00
							877.93	
COMMODITY CODE:		54554	COMMODITY CODE DESC:		SAB, STATIONARY POWERED			
0189	MAIN		SAB, STATIONARY	92A00862	02/29/92	02/29/92	1,779.32	00/00/00
0493	MAIN		SAB, STATIONARY	8927	02/29/92	02/29/92	588.59	00/00/00
0494	MAIN		SAB, STATIONARY	9109	02/29/92	02/29/92	773.31	00/00/00
0036	VOC		SAB, STATIONARY		02/29/92	02/29/92	773.31	00/00/00
0038	VOC		SAB, STATIONARY	8926	02/29/92	02/29/92	588.58	00/00/00
							4,503.11	

REPORT: BA11A  
 TIME: 00:09:36

STATE OF TENNESSEE  
 PERSONAL PROPERTY - AS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 8  
 DATE: 8/1/96

TAG #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91015									
COMMODITY CODE:		54556	COMMODITY CODE DESC:		SHAPER & JOINTER, HOOD				
P40039	VOC	SHAPER & JOINTE	001639		02/29/92	02/29/92	1,238.38	00/00/00	
								1,238.38	
COMMODITY CODE:		60010	COMMODITY CODE DESC:		CALCULATOR, ELECTRONIC				
P40121	CLOS	CALCULATOR, ELE	2D003671		02/29/92	02/29/92	121.54	00/00/00	
P40486	MAIN	CALCULATOR, ELE	1D058549		02/29/92	02/29/92	121.54	00/00/00	
P40488	MAIN	CALCULATOR, ELE	1D058589		02/29/92	02/29/92	121.54	00/00/00	
P40449	MHS	CALCULATOR, ELE	1D056749		02/29/92	02/29/92	121.54	00/00/00	
P40469	MHS	CALCULATOR, ELE	1D057219		02/29/92	02/29/92	121.54	00/00/00	
								607.70	
COMMODITY CODE:		60072	COMMODITY CODE DESC:		TYPEWRITER, ELECTRIC				
P40483	MAIN	TYPEWRITER, ELE	11-TR006		02/29/92	02/29/92	508.37	00/00/00	
P40253	MHS	TYPEWRITER, ELE	11-TR009		02/29/92	02/29/92	508.35	00/00/00	
								1,016.72	
COMMODITY CODE:		72072	COMMODITY CODE DESC:		PUMP, TRASH				
P40497	MAIN	PUMP, TRASH	3T712		02/29/92	02/29/92	810.97	00/00/00	
								810.97	
COMMODITY CODE:		72535	COMMODITY CODE DESC:		PAGING, RADIO & CHARGERS				
P33204	MTEH	PAGING, RADIO &			07/10/92	07/10/92	573.75	00/00/00	
								573.75	
COMMODITY CODE:		72571	COMMODITY CODE DESC:		RADIO, 2-WAY REC, TRANSMITE				
P40205	U0A-	RADIO, 2-WAY RE	483ASE0014		02/29/92	02/29/92	2,363.95	00/00/00	
P40206	U0A-	RADIO, 2-WAY RE	221ASE0131		02/29/92	02/29/92	1,481.86	00/00/00	
P40207	U0A-	RADIO, 2-WAY RE	483ASE0010		02/29/92	02/29/92	2,363.95	00/00/00	

REPORT: BA11A230  
 TIME: 00:09:36

STATE OF TENNESSEE  
 PERSONAL PROPERTY ITEMS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE:  
 DATE: 07/31/96

TAG # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

DEPT/DIV: 32944

LOCATION: 91015

COMMODITY CODE:		72571	COMMODITY CODE DESC:		RADIO, 2-WAY REC, TRANSMITE			
P40209	UWA-		RADIO, 2-WAY RE	483ASE0011	02/29/92	02/29/92	2,363.95	00/00/00
P40210	UWA-		RADIO, 2-WAY RE	483ASE0013	02/29/92	02/29/92	2,363.95	00/00/00
P40211	UWA-		RADIO, 2-WAY RE	221ASE0132	02/29/92	02/29/92	1,481.86	00/00/00
P40212	UWA-		RADIO, 2-WAY RE	221ASE0133	02/29/92	02/29/92	1,481.86	00/00/00
P40213	UWA-		RADIO, 2-WAY RE	483ASE0012	02/29/92	02/29/92	2,363.95	00/00/00
P40208	U011		RADIO, 2-WAY RE	221ASE0129	02/29/92	02/29/92	1,481.86	00/00/00
P40203	WARD		RADIO, 2-WAY RE	221ASE0130	02/29/92	02/29/92	1,481.86	00/00/00
P40204	WARD		RADIO, 2-WAY RE	483ASE0009	02/29/92	02/29/92	2,363.95	00/00/00
							<b>21,593.00</b>	

COMMODITY CODE:		72577	COMMODITY CODE DESC:		RADIO, 2-WAY PORT & CHARGER			
P33135	CONT		RADIO, 2-WAY PD	751ASL0844	07/10/92	07/10/92	746.76	00/00/00
							<b>746.76</b>	

COMMODITY CODE:		74062	COMMODITY CODE DESC:		ICE MAKING & DISPENCOR MACH			
P40529	KITC	KITC	ICE MAKING & DI	W31701222W	02/18/94	02/18/94	1,944.81	00/00/00
P40530	KITC	KITC	ICE MAKING & DI	W31701222W	02/18/94	02/18/94	1,944.81	00/00/00
P40531	KITC	KITC	ICE MAKING & DI	W317-01227W	01/11/93	01/11/93	1,944.81	00/00/00
							<b>5,834.43</b>	

COMMODITY CODE:		79556	COMMODITY CODE DESC:		SEWING MACHINE, HEAVY DUTY			
P40109	MHS		SEWING MACHINE,	DDL0L76132	02/29/92	02/29/92	756.12	00/00/00
P40110	MHS		SEWING MACHINE,	DDL0L76114	02/29/92	02/29/92	756.12	00/00/00
P40111	MHS		SEWING MACHINE,	DDL0L76151	02/29/92	02/29/92	756.12	00/00/00
							<b>2,268.36</b>	

COMMODITY CODE:		84042	COMMODITY CODE DESC:		TV RECEIVER OR CONSOLE			
J02636	ADM	ADM	TV RECEIVER OR	415521048	07/01/96	07/01/96	231.66	00/00/00
P40143	MAIN		RECEIVER, TV &	370999	02/29/92	02/29/92	231.66	00/00/00
P40459	STOR		RECEIVER, TV &	370974	02/29/92	02/29/92	231.66	00/00/00
P40457	WARE		RECEIVER, TV &	370996	02/29/92	02/29/92	231.66	00/00/00



RT: DA11A230  
00:09:36

STATE OF TENN  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 11  
DATE: 07/31/96

0	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL	0	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
T/DIV: 32944										
LOCATION: 91017										
COMMODITY CODE: 20547 COMMODITY CODE DESC: PRINTER, (PC) PLOTTER										
0154		KITC		PRINTER, (PC)	0LKARQ16326		02/29/92	02/29/92	390.06	00/00/00
									390.06	
COMMODITY CODE: 41820 COMMODITY CODE DESC: CABINET, FILING, METAL										
0273		KITC		CABINET, FILING			02/29/92	02/29/92	592.09	00/00/00
0171		LAHD		CABINET, FILING			02/29/92	02/29/92	538.21	00/00/00
0166		LAUN		CABINET, FILING			02/29/92	02/29/92	538.21	00/00/00
									1,668.51	
COMMODITY CODE: 60010 COMMODITY CODE DESC: CALCULATOR, ELECTRONIC										
40452		LAUN		CALCULATOR, ELE	1D056779		02/29/92	02/29/92	121.54	00/00/00
									121.54	
									3,424.65	
LOCATION: 91018										
COMMODITY CODE: 20547 COMMODITY CODE DESC: PRINTER, (PC) PLOTTER										
P40455		OPER		PRINTER, (PC)	1621242X		02/29/92	02/29/92	746.99	00/00/00
									746.99	
COMMODITY CODE: 34367 COMMODITY CODE DESC: AIR PACK, SAFETY EQUIP.										
P40412		CENT		SCRUBA & SKIN D			02/29/92	02/29/92	1,381.38	00/00/00
P40146		10A		AIR PACK, SAFET			02/29/92	02/29/92	1,381.31	00/00/00
									2,762.69	
COMMODITY CODE: 41816 COMMODITY CODE DESC: DESK & TABLE, HOOD										

REPORT: BA1: 0  
TIME: 00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 12  
DATE: 03/31/96

TAG #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91018									
COMMODITY CODE: 41816				COMMODITY CODE DESC: DESK & TABLE, WOOD					
P33018		CONF		DESK & TABLE, W		03/20/92	03/20/92	1,316.35	00/00/00
								1,316.35	
COMMODITY CODE: 41820				COMMODITY CODE DESC: CABINET, FILING, METAL					
P40167		INTA		CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40168		INTA		CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40199		INTA		CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40290		OPER		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40414		OPER		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
								2,852.69	
COMMODITY CODE: 41834				COMMODITY CODE DESC: FURNITURE, LOUNGE, IN, WOOD					
P33177		LOUN		FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
P33178		MEDI		FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
P33035		OPER		FURNITURE, LOUN		03/20/92	03/20/92	934.75	00/00/00
P33180		OPER		FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
								3,739.00	
COMMODITY CODE: 60010				COMMODITY CODE DESC: CALCULATOR, ELECTRONIC					
P40010		OPER		CALCULATOR, ELE 1D057239		02/29/92	02/29/92	115.45	00/00/00
P40015		OPER		CALCULATOR, ELE 1D058919		02/29/92	02/29/92	115.45	00/00/00
								230.90	
COMMODITY CODE: 60072				COMMODITY CODE DESC: TYPEWRITER, ELECTRIC					
P40416		OPER		TYPEWRITER, ELE 802598X		02/29/92	02/29/92	527.67	00/00/00
								527.67	
COMMODITY CODE: 60255				COMMODITY CODE DESC: MAIL METERING EQUIPMENT					

PORT: BA11A230  
IE: 00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE:  
DATE: 07/31/96

B #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
PT/DIV: 32944									
LOCATION: 91018									
COMMODITY CODE:		60255	COMMODITY CODE DESC:		MAIL METERING EQUIPMENT				
10274	MAIL	MAIL METERING E			02/29/92	02/29/92	590.74	00/00/00	
								590.74	
COMMODITY CODE:		72535	COMMODITY CODE DESC:		PAGING, RADIO & CHARGERS				
53196	CONT	PAGING, RADIO 8			07/10/92	07/10/92	573.75	00/00/00	
53197	CONT	PAGING, RADIO 8			07/10/92	07/10/92	573.75	00/00/00	
53198	CONT	PAGING, RADIO 8			07/10/92	07/10/92	573.75	00/00/00	
53199	CONT	PAGING, RADIO 8			07/10/92	07/10/92	573.75	00/00/00	
								2,295.00	
COMMODITY CODE:		72571	COMMODITY CODE DESC:		RADIO, 2-WAY REC, TRANSMITE				
53214	CONT	RADIO, 2-WAY RE BASE			09/15/92	09/15/92	85,283.84	00/00/00	
								85,283.84	
COMMODITY CODE:		72577	COMMODITY CODE DESC:		RADIO, 2-WAY PORT & CHARGER				
P33046	CONT	RADIO, 2-WAY PO	751ASL0767		07/10/92	07/10/92	746.76	00/00/00	
P33047	CONT	RADIO, 2-WAY PO	751ASL0806		07/10/92	07/10/92	746.76	00/00/00	
P33048	CONT	RADIO, 2-WAY PO	751ASL0810		07/10/92	07/10/92	746.76	00/00/00	
P33049	CONT	RADIO, 2-WAY PO	751ASL0802		07/10/92	07/10/92	746.76	00/00/00	
P33051	CONT	RADIO, 2-WAY PO	751ASL0777		07/10/92	07/10/92	746.76	00/00/00	
P33053	CONT	RADIO, 2-WAY PO	751ASL0764		07/10/92	07/10/92	746.76	00/00/00	
P33054	CONT	RADIO, 2-WAY PO	751ASL0801		07/10/92	07/10/92	746.76	00/00/00	
P33055	CONT	RADIO, 2-WAY PO	751ASL0812		07/10/92	07/10/92	746.76	00/00/00	
P33056	CONT	RADIO, 2-WAY PO	751ASL0768		07/10/92	07/10/92	746.76	00/00/00	
P33057	CONT	RADIO, 2-WAY PO	751ASL0808		07/10/92	07/10/92	746.76	00/00/00	
P33058	CONT	RADIO, 2-WAY PO	751ASL0772		07/10/92	07/10/92	746.76	00/00/00	
P33059	CONT	RADIO, 2-WAY PO	751ASL0779		07/10/92	07/10/92	746.76	00/00/00	
P33060	CONT	RADIO, 2-WAY PO	751ASL0769		07/10/92	07/10/92	746.76	00/00/00	
P33061	CONT	RADIO, 2-WAY PO	751ASL0807		07/10/92	07/10/92	746.76	00/00/00	
P33062	CONT	RADIO, 2-WAY PO	751ASL0774		07/10/92	07/10/92	746.76	00/00/00	
P33063	CONT	RADIO, 2-WAY PO	751ASL0775		07/10/92	07/10/92	746.76	00/00/00	
P33064	CONT	RADIO, 2-WAY PO	751ASL0784		07/10/92	07/10/92	746.76	00/00/00	
P33065	CONT	RADIO, 2-WAY PO	751ASL0799		07/10/92	07/10/92	746.76	00/00/00	
P33066	CONT	RADIO, 2-WAY PO	751ASL0785		07/10/92	07/10/92	746.76	00/00/00	

STATE OF TENNESSEE  
 PERSONAL PROPERTY INVENTORY BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

0 0 FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

PT/DIV: 32944

LOCATION: 91018

COMMODITY CODE: 72577 COMMODITY CODE DESC: RADIO, 2-WAY PORT & CHARGER

COMMODITY CODE	72577	COMMODITY CODE DESC	RADIO, 2-WAY PORT & CHARGER	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
3067	CONT	RADIO, 2-WAY PO	751ASL0800	07/10/92	07/10/92	746.76	00/00/00
3068	CONT	RADIO, 2-WAY PO	751ASL0781	07/10/92	07/10/92	746.76	00/00/00
3069	CONT	RADIO, 2-WAY PO	751ASL0786	07/10/92	07/10/92	746.76	00/00/00
3070	CONT	RADIO, 2-WAY PO	751ASL0789	07/10/92	07/10/92	746.76	00/00/00
3071	CONT	RADIO, 2-WAY PO	751ASL0782	07/10/92	07/10/92	746.76	00/00/00
3072	CONT	RADIO, 2-WAY PO	751ASL0771	07/10/92	07/10/92	746.76	00/00/00
3073	CONT	RADIO, 2-WAY PO	751ASL0783	07/10/92	07/10/92	746.76	00/00/00
3074	CONT	RADIO, 2-WAY PO	751ASL0778	07/10/92	07/10/92	746.76	00/00/00
3075	CONT	RADIO, 2-WAY PO	751ASL0780	07/10/92	07/10/92	746.76	00/00/00
3076	CONT	RADIO, 2-WAY PO	751ASL0770	07/10/92	07/10/92	746.76	00/00/00
3077	CONT	RADIO, 2-WAY PO	751ATG1006	07/10/92	07/10/92	746.76	00/00/00
3078	CONT	RADIO, 2-WAY PO	751ASL0796	07/10/92	07/10/92	746.76	00/00/00
3079	CONT	RADIO, 2-WAY PO	751ASL0797	07/10/92	07/10/92	746.76	00/00/00
3080	CONT	RADIO, 2-WAY PO	751ASL0766	07/10/92	07/10/92	746.76	00/00/00
3081	CONT	RADIO, 2-WAY PO	751ASL0749	07/10/92	07/10/92	746.76	00/00/00
3082	CONT	RADIO, 2-WAY PO	751ASL0745	07/10/92	07/10/92	746.76	00/00/00
3083	CONT	RADIO, 2-WAY PO	751ASL0748	07/10/92	07/10/92	746.76	00/00/00
3084	CONT	RADIO, 2-WAY PO	751ASL0759	07/10/92	07/10/92	746.76	00/00/00
3085	CONT	RADIO, 2-WAY PO	751ASL0746	07/10/92	07/10/92	746.76	00/00/00
3086	CONT	RADIO, 2-WAY PO	751ASL0776	07/10/92	07/10/92	746.76	00/00/00
3087	CONT	RADIO, 2-WAY PO	751ASL0743	07/10/92	07/10/92	746.76	00/00/00
3088	CONT	RADIO, 2-WAY PO	751ASL0753	07/10/92	07/10/92	746.76	00/00/00
3089	CONT	RADIO, 2-WAY PO	751ASL0747	07/10/92	07/10/92	746.76	00/00/00
3090	CONT	RADIO, 2-WAY PO	751ASL0758	07/10/92	07/10/92	746.76	00/00/00
3091	CONT	RADIO, 2-WAY PO	751ASL0757	07/10/92	07/10/92	746.76	00/00/00
3092	CONT	RADIO, 2-WAY PO	751ASL0805	07/10/92	07/10/92	746.76	00/00/00
3093	CONT	RADIO, 2-WAY PO	751ASL0756	07/10/92	07/10/92	746.76	00/00/00
3094	CONT	RADIO, 2-WAY PO	751ASL0755	07/10/92	07/10/92	746.76	00/00/00
3095	CONT	RADIO, 2-WAY PO	751ASL0742	07/10/92	07/10/92	746.76	00/00/00
3096	CONT	RADIO, 2-WAY PO	751ASL0750	07/10/92	07/10/92	746.76	00/00/00
3097	CONT	RADIO, 2-WAY PO	751ASL0754	07/10/92	07/10/92	746.76	00/00/00
3098	CONT	RADIO, 2-WAY PO	751ASL0760	07/10/92	07/10/92	746.76	00/00/00
3099	CONT	RADIO, 2-WAY PO	751ASL0744	07/10/92	07/10/92	746.76	00/00/00
P33100	CONT	RADIO, 2-WAY PO	751ASL0741	07/10/92	07/10/92	746.76	00/00/00
P33101	CONT	RADIO, 2-WAY PO	751ASL0804	07/10/92	07/10/92	746.76	00/00/00
P33102	CONT	RADIO, 2-WAY PO	751ASL0811	07/10/92	07/10/92	746.76	00/00/00
P33103	CONT	RADIO, 2-WAY PO	751ASL0788	07/10/92	07/10/92	746.76	00/00/00
P33104	CONT	RADIO, 2-WAY PO	751ASL0791	07/10/92	07/10/92	746.76	00/00/00
P33105	CONT	RADIO, 2-WAY PO	751ASL0790	07/10/92	07/10/92	746.76	00/00/00
P33106	CONT	RADIO, 2-WAY PO	751ASL0794	07/10/92	07/10/92	746.76	00/00/00
P33107	CONT	RADIO, 2-WAY PO	751ASL0752	07/10/92	07/10/92	746.76	00/00/00
P33108	CONT	RADIO, 2-WAY PO	751ASL0751	07/10/92	07/10/92	746.76	00/00/00
P33109	CONT	RADIO, 2-WAY PO	751ASL0795	07/10/92	07/10/92	746.76	00/00/00

RA11A230  
00:09:36

STATE OF TENNESS  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 15  
DATE: 07/31/96

FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

V: 32944

LOCATION: 91018

COMMODITY CODE:	72577	COMMODITY CODE DESC:	RADIO, 2-WAY PORT & CHARGER		STATE COST	RETIRE DATE
CONT	RADIO, 2-WAY PO	751ASL0792	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0809	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0789	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0793	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0787	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0798	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0862	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0858	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0824	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0861	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0821	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0859	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0825	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0829	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0841	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0860	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0816	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0838	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0826	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0852	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0827	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0839	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0837	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0842	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0822	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0836	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0813	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0848	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0845	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0851	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0818	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0817	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0855	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0834	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0835	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0833	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL086	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0819	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0819	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0814	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0857	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0854	07/10/92	07/10/92	746.76	00/00/00
CONT	RADIO, 2-WAY PO	751ASL0839	07/10/92	07/10/92	746.76	00/00/00

REPORT: BA..A230  
 TIME: 00:09:36

STAT TENNESSEE  
 PERSONAL PROPE... ITEMS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE 16  
 DATE 17/31/96

TAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944								
LOCATION: 91018								
COMMODITY CODE: 72577 COMMODITY CODE DESC: RADIO, 2-WAY PORT & CHARGER								
P33156			CONT	RADIO, 2-WAY PO 751ASL0828	07/10/92	07/10/92	746.76	00/00/00
P33157			CONT	RADIO, 2-WAY PO 751ASL0831	07/10/92	07/10/92	746.76	00/00/00
P33158			CONT	RADIO, 2-WAY PO 751ASL0850	07/10/92	07/10/92	746.76	00/00/00
P33159			CONT	RADIO, 2-WAY PO 751ASL0832	07/10/92	07/10/92	746.76	00/00/00
P33160			CONT	RADIO, 2-WAY PO 751ASL0853	07/10/92	07/10/92	746.76	00/00/00
P33162			CONT	RADIO, 2-WAY PO 751ASL0840	07/10/92	07/10/92	746.76	00/00/00
P33163			CONT	RADIO, 2-WAY PO 751ASL0843	07/10/92	07/10/92	746.76	00/00/00
P33164			CONT	RADIO, 2-WAY PO 751ASL0846	07/10/92	07/10/92	746.76	00/00/00
							84,383.88	
COMMODITY CODE: 89037 COMMODITY CODE DESC: METAL FINDERS & DETECTOR								
P33037			VISI	METAL FINDERS & 21908	02/29/92	02/29/92	3,926.50	00/00/00
							3,926.50	
COMMODITY CODE: 89877 COMMODITY CODE DESC: X-RAY MACHINE, DIAGNOSTIC								
P33195			PROP	X-RAY MACHINE, 50925	07/10/92	07/10/92	21,450.00	00/00/00
							21,450.00	
							210,106.25	
LOCATION: 91019								
COMMODITY CODE: 20511 COMMODITY CODE DESC: CPU, MICROCOMPUTER (PC)								
P40007			ASTS	CPU, MICROCOMPUT 23-K8BPL	02/29/92	02/29/92	1,966.82	00/00/00
							1,966.82	
COMMODITY CODE: 20547 COMMODITY CODE DESC: PRINTER, (PC) PLOTTER								
J02637			ADMNA DMH	PRINTER, (PC) 2100014886	07/01/96	07/01/96	398.60	00/00/00
P40297			CLAS	PRINTER, (PC) 1GMAT518091	02/29/92	02/29/92	398.60	00/00/00

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
IV: 32944								
LOCATION: 91019								
COMMODITY CODE:		20547	COMMODITY CODE DESC:		PRINTER, (PC)	PLOTTER	797.20	
COMMODITY CODE:		26022	COMMODITY CODE DESC:		DENTAL UNIT & COMPONENT			
1	DENT	DENTAL UNIT & C	011135891		02/29/92	02/29/92	625.27	00/00/00
1	DENT	DENTAL UNIT & C	011136291		02/29/92	02/29/92	625.27	00/00/00
1	DENT	DENTAL UNIT & C	011136691		02/29/92	02/29/92	625.27	00/00/00
							1,875.81	
COMMODITY CODE:		36574	COMMODITY CODE DESC:		SHAMPOO & BUFFING MACHINES			
7	E27	SHAMPOO & BUFFI	21280045		02/29/92	02/29/92	793.04	00/00/00
							793.04	
COMMODITY CODE:		40802	COMMODITY CODE DESC:		BEDS, HOSPITAL			
14	HOSP	BEDS, HOSPITAL			02/29/92	02/29/92	560.30	00/00/00
15	HOSP	BEDS, HOSPITAL			02/29/92	02/29/92	560.30	00/00/00
16	HOSP	BEDS, HOSPITAL			02/29/92	02/29/92	560.30	00/00/00
17	HOSP	BEDS, HOSPITAL			02/29/92	02/29/92	560.30	00/00/00
18	HOSP	BEDS, HOSPITAL			02/29/92	02/29/92	560.30	00/00/00
19	HOSP	BEDS, HOSPITAL			02/29/92	02/29/92	560.30	00/00/00
50	HOSP	BEDS, HOSPITAL			02/29/92	02/29/92	560.30	00/00/00
51	HOSP	BEDS, HOSPITAL			02/29/92	02/29/92	560.30	00/00/00
14	INF	BEDS, HOSPITAL			02/29/92	02/29/92	1,416.77	00/00/00
							5,899.17	
COMMODITY CODE:		40866	COMMODITY CODE DESC:		TABLE, EXAMINATION			
191	CLIN	TABLE, EXAMINAT			02/29/92	02/29/92	727.32	00/00/00
192	CLIN	TABLE, EXAMINAT			02/29/92	02/29/92	727.32	00/00/00
193	CLIN	TABLE, EXAMINAT			02/29/92	02/29/92	727.32	00/00/00
194	CLIN	TABLE, EXAMINAT			02/29/92	02/29/92	727.32	00/00/00
							2,909.28	

IRT: BA11A230  
00:09:36

STATE OF TI SSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 19  
DATE: 07/1 8

0	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN	SVC DATE	STATE COST	RETIRE DATE
T/DIV: 32944										
LOCATION: 91019										
COMMODITY CODE: 41816 COMMODITY CODE DESC: DESK & TABLE, WOOD										
031		MED		DESK & TABLE, W		03/20/92		03/20/92	714.75	00/00/00
									714.75	
COMMODITY CODE: 41820 COMMODITY CODE DESC: CABINET, FILING, METAL										
0396		CLIN		CABINET, FILING		02/29/92		02/29/92	538.21	00/00/00
0287		PERS		CABINET, FILING		02/29/92		02/29/92	538.21	00/00/00
0400		RECO		CABINET, FILING		02/29/92		02/29/92	538.21	00/00/00
0401		RECO		CABINET, FILING		02/29/92		02/29/92	538.21	00/00/00
0402		RECO		CABINET, FILING		02/29/92		02/29/92	538.21	00/00/00
0403		RECO		CABINET, FILING		02/29/92		02/29/92	538.21	00/00/00
0404		RECO		CABINET, FILING		02/29/92		02/29/92	538.21	00/00/00
0405		RECO		CABINET, FILING		02/29/92		02/29/92	592.09	00/00/00
									4,359.56	
COMMODITY CODE: 46524 COMMODITY CODE DESC: DIAGNOSTIC EQUIP-COMPUTER										
10410		CLIN		DIAGNOSTIC EQUI	10102712	02/29/92		02/29/92	2,686.61	00/00/00
									2,686.61	
COMMODITY CODE: 46558 COMMODITY CODE DESC: ORTHOPEDIC EQUIPMENT										
40053		CLIN		ORTHOPEdic EQUI	HU101C11853	02/29/92		02/29/92	614.18	00/00/00
									614.18	
COMMODITY CODE: 60010 COMMODITY CODE DESC: CALCULATOR, ELECTRONIC										
40125		ADM		CALCULATOR, ELE	2D002031	02/29/92		02/29/92	121.54	00/00/00
40398		E26		CALCULATOR, ELE	1D057249	02/29/92		02/29/92	121.54	00/00/00
									243.08	
COMMODITY CODE: 60072 COMMODITY CODE DESC: TYPEWRITER, ELECTRIC										

REPORT: BA11A230  
TIME: 00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 1  
DATE: 07/31/96

AO #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91019									
COMMODITY CODE: 60072				COMMODITY CODE DESC: TYPEWRITER, ELECTRIC					
P40399		E26		TYPEWRITER, ELE	802691X	02/29/92	02/29/92	527.67	00/00/00
								527.67	
COMMODITY CODE: 60082				COMMODITY CODE DESC: VALIDATING MACHINE					
P40406		DENT		VALIDATING MACH		02/29/92	02/29/92	2,394.16	00/00/00
								2,394.16	
								25,781.33	
LOCATION: 91021									
COMMODITY CODE: 04562				COMMODITY CODE DESC: VACUUM CLEANER, HOUSEHOLD					
J02638		OPER	OPER	VACUUM CLEANER,	944923374	07/01/96	07/01/96	120.39	00/00/00
								120.39	
COMMODITY CODE: 20511				COMMODITY CODE DESC: CPU, MICROCOMPUTER (PC)					
P40294	CLAS			CPU, MICROCOMPUT	8860T	02/29/92	02/29/92	1,244.52	00/00/00
P40295	CLAS			CPU, MICROCOMPUT	8863T	02/29/92	02/29/92	1,244.52	00/00/00
P40299	CLAS			CPU, MICROCOMPUT	8846T	02/29/92	02/29/92	1,244.52	00/00/00
P40300	CLAS			CPU, MICROCOMPUT	8855T	02/29/92	02/29/92	1,244.52	00/00/00
P40301	CLAS			CPU, MICROCOMPUT	8870T	02/29/92	02/29/92	1,244.52	00/00/00
P40302	CLAS			CPU, MICROCOMPUT	8869T	02/29/92	02/29/92	1,244.52	00/00/00
P40303	CLAS			CPU, MICROCOMPUT	8856T	02/29/92	02/29/92	1,244.52	00/00/00
P40304	CLAS			CPU, MICROCOMPUT	8811T	02/29/92	02/29/92	1,244.52	00/00/00
P40305	CLAS			CPU, MICROCOMPUT	8826T	02/29/92	02/29/92	1,244.52	00/00/00
P40306	CLAS			CPU, MICROCOMPUT	8808T	02/29/92	02/29/92	1,244.52	00/00/00
P40307	CLAS			CPU, MICROCOMPUT	8812T	02/29/92	02/29/92	1,244.52	00/00/00
P40308	CLAS			CPU, MICROCOMPUT	8857T	02/29/92	02/29/92	1,244.52	00/00/00
P40309	CLAS			CPU, MICROCOMPUT	8806T	02/29/92	02/29/92	1,244.52	00/00/00
P40310	CLAS			CPU, MICROCOMPUT	8818T	02/29/92	02/29/92	1,244.52	00/00/00
P40311	CLAS			CPU, MICROCOMPUT	8848T	02/29/92	02/29/92	1,244.52	00/00/00
P40312	CLAS			CPU, MICROCOMPUT	8838T	02/29/92	02/29/92	1,244.52	00/00/00
P40313	CLAS			CPU, MICROCOMPUT	8836T	02/29/92	02/29/92	1,244.52	00/00/00

STATE OF TEXAS SEE  
PERSONAL PROPERTY ITEM BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

0 0 FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

PT/DIV: 32944

LOCATION: 91021

COMMODITY CODE:	20511	COMMODITY CODE DESC:	CPU:MICROCOMPUTER (PC)		STATE COST	RETIRE DATE	
10314	CLAS	CPU:MICROCOMPUT	8868T	02/29/92	02/29/92	1,244.52	00/00/00
10317	CLAS	CPU:MICROCOMPUT	8845T	02/29/92	02/29/92	1,244.52	00/00/00
10318	CLAS	CPU:MICROCOMPUT	8861T	02/29/92	02/29/92	1,244.52	00/00/00
10321	CLAS	CPU:MICROCOMPUT	8840T	02/29/92	02/29/92	1,244.52	00/00/00
10322	CLAS	CPU:MICROCOMPUT	8832T	02/29/92	02/29/92	1,244.52	00/00/00
10323	CLAS	CPU:MICROCOMPUT	8857T	02/29/92	02/29/92	1,244.52	00/00/00
10324	CLAS	CPU:MICROCOMPUT	8821T	02/29/92	02/29/92	1,244.52	00/00/00
10325	CLAS	CPU:MICROCOMPUT	8804T	02/29/92	02/29/92	1,244.52	00/00/00
10326	CLAS	CPU:MICROCOMPUT	8864T	02/29/92	02/29/92	1,244.52	00/00/00
10327	CLAS	CPU:MICROCOMPUT	8810T	02/29/92	02/29/92	1,244.52	00/00/00
10328	CLAS	CPU:MICROCOMPUT	8854T	02/29/92	02/29/92	1,244.52	00/00/00
10329	CLAS	CPU:MICROCOMPUT	8823T	02/29/92	02/29/92	1,244.52	00/00/00
10330	CLAS	CPU:MICROCOMPUT	8827T	02/29/92	02/29/92	1,244.52	00/00/00
10331	CLAS	CPU:MICROCOMPUT	8867T	02/29/92	02/29/92	1,244.52	00/00/00
10333	CLAS	CPU:MICROCOMPUT	8874T	02/29/92	02/29/92	1,244.52	00/00/00
10334	CLAS	CPU:MICROCOMPUT	8833T	02/29/92	02/29/92	1,244.52	00/00/00
10336	CLAS	CPU:MICROCOMPUT	8830T	02/29/92	02/29/92	1,244.52	00/00/00
10337	CLAS	CPU:MICROCOMPUT	8835T	02/29/92	02/29/92	1,244.52	00/00/00
10338	CLAS	CPU:MICROCOMPUT	8819T	02/29/92	02/29/92	1,244.52	00/00/00
10339	CLAS	CPU:MICROCOMPUT	8843T	02/29/92	02/29/92	1,244.52	00/00/00
10340	CLAS	CPU:MICROCOMPUT	8850T	02/29/92	02/29/92	1,244.52	00/00/00
10341	CLAS	CPU:MICROCOMPUT	8801T	02/29/92	02/29/92	1,244.52	00/00/00
10346	CLAS	CPU:MICROCOMPUT	8813T	02/29/92	02/29/92	1,244.52	00/00/00
10347	CLAS	CPU:MICROCOMPUT	8816T	02/29/92	02/29/92	1,244.52	00/00/00
10356	CLAS	CPU:MICROCOMPUT	8859T	02/29/92	02/29/92	1,244.52	00/00/00
10357	CLAS	CPU:MICROCOMPUT	8853T	02/29/92	02/29/92	1,244.52	00/00/00
10358	CLAS	CPU:MICROCOMPUT	8849T	02/29/92	02/29/92	1,244.52	00/00/00
10359	CLAS	CPU:MICROCOMPUT	8841T	02/29/92	02/29/92	1,244.52	00/00/00
10362	CLAS	CPU:MICROCOMPUT	8825T	02/29/92	02/29/92	1,244.52	00/00/00
10363	CLAS	CPU:MICROCOMPUT	8842T	02/29/92	02/29/92	1,244.52	00/00/00
10364	CLAS	CPU:MICROCOMPUT	8802T	02/29/92	02/29/92	1,244.52	00/00/00
10365	CLAS	CPU:MICROCOMPUT	8829T	02/29/92	02/29/92	1,244.52	00/00/00
10366	CLAS	CPU:MICROCOMPUT	8822T	02/29/92	02/29/92	1,244.52	00/00/00
10368	CLAS	CPU:MICROCOMPUT	8844T	02/29/92	02/29/92	1,244.52	00/00/00
10369	CLAS	CPU:MICROCOMPUT	8858T	02/29/92	02/29/92	1,244.52	00/00/00
10370	CLAS	CPU:MICROCOMPUT	8820T	02/29/92	02/29/92	1,244.52	00/00/00
10373	CLAS	CPU:MICROCOMPUT	8866T	02/29/92	02/29/92	1,244.52	00/00/00
10374	CLAS	CPU:MICROCOMPUT	0082T	02/29/92	02/29/92	1,244.52	00/00/00
10350	FI	CPU:MICROCOMPUT	8837T	02/29/92	02/29/92	1,244.52	00/00/00
10031	FS	CPU:MICROCOMPUT	2092318847T	02/29/92	02/29/92	1,244.52	00/00/00
10367	PROD	CPU:MICROCOMPUT	8839T	02/29/92	02/29/92	1,244.52	00/00/00
10029	VOC	CPU:MICROCOMPUT	209318831T	02/29/92	02/29/92	1,244.52	00/00/00

REPORT: BA11A230  
 TIME: 00:09:36

STATE OF TENNESSEE  
 PERSONAL PROPERTY ITEMS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 21  
 DATE: 07/31/96

TAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944								
LOCATION: 91021								
COMMODITY CODE:		20511	COMMODITY CODE DESC:		CPU/MICROCOMPUTER (PC)		73,426.68	
COMMODITY CODE:		20547	COMMODITY CODE DESC:		PRINTER, (PC) PLOTTER			
P40021	CLAS		PRINTER, (PC)	1620969X	02/29/92	02/29/92	747.00	00/00/00
P40343	CLAS		PRINTER, (PC)	1GMATJ15473	02/29/92	02/29/92	398.60	00/00/00
P40202	VOTE		PRINTER, (PC)	1GMATJ23336	05/22/92	05/22/92	367.00	00/00/00
							1,512.60	
COMMODITY CODE:		20549	COMMODITY CODE DESC:		PRINTER/SUBSYST WORKSTATION			
P40475	SECR		PRINTERS & PRIM	11-37722	02/29/92	02/29/92	382.23	00/00/00
							382.23	
COMMODITY CODE:		34008	COMMODITY CODE DESC:		CABINET-SAFETY			
P40381	ART8		CABINET-SAFETY		02/29/92	02/29/92	557.70	00/00/00
							557.70	
COMMODITY CODE:		36574	COMMODITY CODE DESC:		SHAMPOO & BUFFING MACHINES			
P40106	10A		SHAMPOO & BUFFI	920749	02/29/92	02/29/92	705.76	00/00/00
							705.76	
COMMODITY CODE:		41816	COMMODITY CODE DESC:		DESK & TABLE, WOOD			
P33017	COUN		DESK & TABLE, W		03/20/92	03/20/92	714.75	00/00/00
P33191	LIBR		DESK & TABLE, W		02/19/92	02/19/92	714.75	00/00/00
P33192	LIBR		DESK & TABLE, W		02/19/92	02/19/92	714.75	00/00/00
P33189	PROG		DESK & TABLE, W		02/19/92	02/19/92	579.95	00/00/00
P40502	01	VOCED	VOC	DESK & TABLE, W	01/19/94	01/19/94	599.95	00/00/00
P40503	01	VOCED	VOC	DESK & TABLE, W	01/19/94	01/19/94	599.95	00/00/00
							3,924.10	

REPORT: BA11A  
 TIME: 00:09:36

STATE OF ILLINOIS  
 PERSONAL PROPERTY ASSETS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 92  
 DATE: 0 1/96

TAG # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

DEPT/DIV: 52944

LOCATION: 91021

COMMODITY CODE:	41820	COMMODITY CODE DESC:	CABINET, FILING, METAL			
P40018	ANNE	CABINET, FILING	02/29/92	02/29/92	592.09	00/00/00
P40470	ASTH	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40173	CHAP	CABINET, FILING	02/29/92	02/29/92	592.09	00/00/00
P40316	CLAS	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40348	CLAS	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40349	CLAS	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40352	CLAS	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40355	CLAS	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40360	CLAS	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40377	CLAS	CABINET, FILING	02/29/92	02/29/92	592.09	00/00/00
P40353	FL	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40354	FL	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40345	F28	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40319	F35	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40165	INTA	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40417	OPER	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40380	PROD	CABINET, FILING	02/29/92	02/29/92	592.09	00/00/00
P40104	PROD	CABINET, FILING	02/29/92	02/29/92	592.09	00/00/00
P40375	PRUG	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40473	PROD	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40167	REC	CABINET, FILING	02/29/92	02/29/92	592.09	00/00/00
P40017	VOC	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40022	VOC	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40024	VOC	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40030	VOC	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
P40032	VOC	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00

14,316.74

COMMODITY CODE: 41834 COMMODITY CODE DESC: FURNITURE, LOUNGE, IN, WOOD

P33172	VOTE	FURNITURE, LOUN	04/06/92	04/06/92	934.75	00/00/00
					934.75	

COMMODITY CODE: 42412 COMMODITY CODE DESC: FURNITURE, LIBRARY, CABINETS

P40361	F23	FURNITURE, LIDR	02/29/92	02/29/92	530.89	00/00/00
					530.89	

IRT: BA11A230  
00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 23  
DATE: 07/31/96

9	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
I/DIV: 32944								
LOCATION: 91021								
COMMODITY CODE: 60010			COMMODITY CODE DESC: CALCULATOR, ELECTRONIC					
418	ASTH		CALCULATOR, ELE	1D058569	02/29/92	02/29/92	121.54	00/00/00
005	BUSH		CALCULATOR, ELE	1D056700	02/29/92	02/29/92	115.45	00/00/00
132	CLUS		CALCULATOR, ELE	2D002241	02/29/92	02/29/92	115.44	00/00/00
129	F13		CALCULATOR, ELE	2D002051	02/29/92	02/29/92	115.44	00/00/00
107	K11C		CALCULATOR, ELE	1D058559	02/29/92	02/29/92	121.54	00/00/00
119	LIBR		CALCULATOR, ELE	2D003651	02/29/92	02/29/92	121.54	00/00/00
120	LIBR		CALCULATOR, ELE	2D003661	02/29/92	02/29/92	121.54	00/00/00
128	LIBR		CALCULATOR, ELE	2D002041	02/29/92	02/29/92	121.54	00/00/00
1020	VOC		CALCULATOR, ELE	2D002221	02/29/92	02/29/92	115.45	00/00/00
1028	VOC		CALCULATOR, ELE	2D002061	02/29/92	02/29/92	115.45	00/00/00
							1,184.93	
COMMODITY CODE: 60072			COMMODITY CODE DESC: TYPEWRITER, ELECTRIC					
0019	VOC		TYPEWRITER, ELE	0026051	02/29/92	02/29/92	527.67	00/00/00
0033	VOC		TYPEWRITER, ELE	11-TRF92	02/29/92	02/29/92	508.37	00/00/00
0472	10B		TYPEWRITER, ELE	11-TRD08	02/29/92	02/29/92	508.37	00/00/00
							1,544.41	
COMMODITY CODE: 60074			COMMODITY CODE DESC: TYPEWRITER, ELECTRONIC					
0265	HSA		TYPEWRITER, ELE	002705X	02/29/92	02/29/92	527.67	00/00/00
0376	PROO		TYPEWRITER, ELE	11-TRB92	02/29/92	02/29/92	508.37	00/00/00
							1,036.04	
COMMODITY CODE: 60211			COMMODITY CODE DESC: COPYING MACHINE, PLAIN					
40004	COPY		COPYING MACHINE	2Y5044892	02/29/92	02/29/92	22,657.75	00/00/00
							22,657.75	
COMMODITY CODE: 71502			COMMODITY CODE DESC: BOOKS, PUBLICATION/COPYRIGH					
40115	LIBR		BOOKS, PUBLICAT		02/29/92	02/29/92	654.00	00/00/00
40116	LIBR		BOOKS, PUBLICAT		02/29/92	02/29/92	896.41	00/00/00

IT: BA11A230  
00:09:36

STATE OF TEX SEE  
PERSONAL PROPERTY ITEM. BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 24  
DATE: 07/31

#	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
/DIV: 32944									
LOCATION: 91021									
COMMODITY CODE:		71502	COMMODITY CODE DESC:		BOOKS, PUBLICATION/COPYRIGH			1,550.41	
COMMODITY CODE:		72571	COMMODITY CODE DESC:		RADIO, 2-WAY REC, TRANSMITE				
215	ASTH	RADIO, 2-WAY RE	428ASL3776		02/29/92	02/29/92	944.53	944.53	00/00/00
COMMODITY CODE:		80550	COMMODITY CODE DESC:		GYMNASIUM APPARATUS				
382	INMR	GYMNASIUM APPAR			02/29/92	02/29/92	4,251.20	4,251.20	00/00/00
383	INMR	GYMNASIUM APPAR			02/29/92	02/29/92	4,251.20	4,251.20	00/00/00
384	INMR	GYMNASIUM APPAR			02/29/92	02/29/92	534.21	534.21	00/00/00
								9,036.61	
COMMODITY CODE:		84042	COMMODITY CODE DESC:		TV RECEIVER OR CONSOLE				
3135	ORON	RECEIVER, TV &	370336		02/29/92	02/29/92	231.66	231.66	00/00/00
0466	PRDO	RECEIVER, TV &	370992		02/29/92	02/29/92	231.66	231.66	00/00/00
0164	SATE	RECEIVER, TV &	370329		02/29/92	02/29/92	231.66	231.66	00/00/00
0034	VOC	RECEIVER, TV &	370975		02/29/92	02/29/92	231.66	231.66	00/00/00
								926.64	
COMMODITY CODE:		84072	COMMODITY CODE DESC:		VIDEO PLAYER & RECORDER				
00134	CHAR	VIDEO PLAYER &	111842457		02/29/92	02/29/92	206.84	206.84	00/00/00
00133	CLOS	VIDEO PLAYER &	111841738		02/29/92	02/29/92	206.84	206.84	00/00/00
00163	LIBR	VIDEO PLAYER &	11841610		02/29/92	02/29/92	206.84	206.84	00/00/00
								620.52	
								135,913.68	

REPORT: DA11A230  
TIME: 00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE:  
DATE: 07/31/96

TAG #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91022									
COMMODITY CODE: 02539 COMMODITY CODE DESC: COMPRESSOR, AIR > SHP PORTAB									
P40284		10C		COMPRESSOR, AIR	AIR PACK	02/29/92	02/29/92	1,381.38 1,381.38	00/00/00
COMMODITY CODE: 20547 COMMODITY CODE DESC: PRINTER, (PC) PLOTTER									
P40388		CONT		PRINTER, (PC)	IAKAR036359	02/29/92	02/29/92	398.60 398.60	00/00/00
COMMODITY CODE: 34567 COMMODITY CODE DESC: AIR PACK, SAFETY EQUIP.									
P40385		E119		AIR PACK, SAFET		02/29/92	02/29/92	1,381.38 1,381.38	00/00/00
COMMODITY CODE: 36574 COMMODITY CODE DESC: SHAMPOO & BUFFING MACHINES									
J02639		OPER	OPER	SHAMPOO & BUFFI	P86892A	07/01/96	07/01/96	705.76 705.76	00/00/00
COMMODITY CODE: 41816 COMMODITY CODE DESC: DESK & TABLE, WOOD									
P33182		HSA		DESK & TABLE, H		04/06/92	04/06/92	579.95	00/00/00
P33184		HSA		DESK & TABLE, H		02/19/92	02/19/92	579.95	00/00/00
COMMODITY CODE: 41820 COMMODITY CODE DESC: CABINET, FILING, METAL									
P40386		A116		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40188		HSA		CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40389		HSA		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
								1,668.51	

REPORT: BAIL JO  
TIME: 00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 26  
DATE: 7/31/96

TAO #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91022									
COMMODITY CODE: 72535 COMMODITY CODE DESC: PAGING, RADIO & CHARGERS									
P53207		CONT		PAGING, RADIO &		07/10/92	07/10/92	573.75	00/00/00
								573.75	
COMMODITY CODE: 84072 COMMODITY CODE DESC: VIDEO PLAYER & RECORDER									
P40420		CONT		VIDEO PLAYER &	111399821	02/29/92	02/29/92	733.24	00/00/00
								733.24	
								8,002.52	
LOCATION: 91023									
COMMODITY CODE: 20547 COMMODITY CODE DESC: PRINTER, (PC) PLOTTER									
P40138		PROG		PRINTER, (PC)	1AKAR036317	02/29/92	02/29/92	390.05	00/00/00
								390.05	
COMMODITY CODE: 34008 COMMODITY CODE DESC: CABINET-SAFETY									
P40411		PROG		CABINET-SAFETY		02/29/92	02/29/92	557.70	00/00/00
								557.70	
COMMODITY CODE: 41020 COMMODITY CODE DESC: CABINET, FILING, METAL									
P40035		VOC		CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
								538.21	
COMMODITY CODE: 60010 COMMODITY CODE DESC: CALCULATOR, ELECTRONIC									
P40123		CLOS		CALCULATOR, ELE	2D003681	02/29/92	02/29/92	121.54	00/00/00
								121.54	

REPORT: BA11A230  
TIME: 00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 1  
DATE: 07/31/96

TAO #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91023									
COMMODITY CODE:		60010	COMMODITY CODE DESC:		CALCULATOR, ELECTRONIC			1,607.50	
LOCATION: 91024									
COMMODITY CODE:		34967	COMMODITY CODE DESC:		AIR PACK, SAFETY EQUIP.				
P40387	CONT	AIR PACK, SAFET			02/29/92	02/29/92	1,381.38	00/00/00	
								1,381.38	
COMMODITY CODE:		41816	COMMODITY CODE DESC:		DESK & TABLE, WOOD				
P53186	COUN	DESK & TABLE, W			02/19/92	02/19/92	579.95	00/00/00	
P53185	UNIT	DESK & TABLE, W			02/19/92	02/19/92	579.95	00/00/00	
								1,159.90	
COMMODITY CODE:		41820	COMMODITY CODE DESC:		CABINET, FILING, METAL				
P40177	COUN	CABINET, FILING			02/29/92	02/29/92	538.21	00/00/00	
P40474	10A	CABINET, FILING			02/29/92	02/29/92	538.21	00/00/00	
								1,076.42	
COMMODITY CODE:		60010	COMMODITY CODE DESC:		CALCULATOR, ELECTRONIC				
P40478	UMOR	CALCULATOR, ELE	1D057229		02/29/92	02/29/92	121.54	00/00/00	
								121.54	
COMMODITY CODE:		72335	COMMODITY CODE DESC:		PAGING, RADIO & CHARGERS				
P53206	CONT	PAGING, RADIO &			07/10/92	07/10/92	573.75	00/00/00	
								573.75	



PORT: BA11A230  
ME: 00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 2  
DATE: 07/31/96

IG #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
EPT/DIV: 32944									
LOCATION: 91026									
COMMODITY CODE: 72535				COMMODITY CODE DESC: PAGING, RADIO & CHARGERS					
33200		CONT		PAGING, RADIO &		07/10/92	07/10/92	573.75	00/00/00
								573.75	
COMMODITY CODE: 84042				COMMODITY CODE DESC: TV RECEIVER OR CONSOLE					
40153		10C		RECEIVER, TV &	370977	02/29/92	02/29/92	231.66	00/00/00
40461		10C		RECEIVER, TV &	371000	02/29/92	02/29/92	231.66	00/00/00
40462		10C		RECEIVER, TV &	370333	02/29/92	02/29/92	231.66	00/00/00
								694.98	
								3,188.32	
LOCATION: 91027									
COMMODITY CODE: 02539				COMMODITY CODE DESC: COMPRESSOR, AIR > SHP PORTAB					
40286		10D		COMPRESSOR, AIR	AIR PACK	02/29/92	02/29/92	1,381.38	00/00/00
								1,381.38	
COMMODITY CODE: 36538				COMMODITY CODE DESC: FLOOR MAINTENANCE MACHINES					
40191		MAIN		FLOOR MAINTENAN	22527	02/29/92	02/29/92	705.74	00/00/00
								705.74	
COMMODITY CODE: 41816				COMMODITY CODE DESC: DESK & TABLE, WOOD					
P33187		COM		DESK & TABLE, W		02/19/92	02/19/92	579.95	00/00/00
P33188		PROG		DESK & TABLE, W		02/19/92	02/19/92	714.75	00/00/00
								1,294.70	
COMMODITY CODE: 41820				COMMODITY CODE DESC: CABINET, FILING, METAL					

ORT: BA11A230  
E: 00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEM BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 30  
DATE: 07/31/94

FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

T/DIV: 32944

LOCATION: 91027

COMMODITY CODE:	41820	COMMODITY CODE DESC:	CABINET, FILING, METAL				
1176	COUN	CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
1180	COUN	CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
						1,076.42	

COMMODITY CODE:	72535	COMMODITY CODE DESC:	PAGING, RADIO & CHARGERS				
3201	CONT	PAGING, RADIO &		07/10/92	07/10/92	573.75	00/00/00
						573.75	

COMMODITY CODE:	84042	COMMODITY CODE DESC:	TV RECEIVER OR CONSOLE				
0464	ANNE	RECEIVER, TV & 370995		02/29/92	02/29/92	231.66	00/00/00
						231.66	
						5,263.65	

LOCATION: 91028

COMMODITY CODE:	41820	COMMODITY CODE DESC:	CABINET, FILING, METAL				
10183	UMGR	CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
						538.21	

COMMODITY CODE:	72535	COMMODITY CODE DESC:	PAGING, RADIO & CHARGERS				
33208	T	PAGING, RADIO &		07/10/92	07/10/92	573.75	00/00/00
						573.75	

COMMODITY CODE:	84042	COMMODITY CODE DESC:	TV RECEIVER OR CONSOLE				
102641	ANNX VOYO	TV RECEIVER OR 29820027		07/01/96	07/01/96	231.66	00/00/00



REPORT: BA11A23,  
TIME: 00:09:36

STATE OF T ESSEE  
PERSONAL PROPERTY II. BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 32  
DATE: 07/ '96

AO #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91033									
COMMODITY CODE: 20511 COMMODITY CODE DESC: CPU-MICROCOMPUTER (PC)									
P40027				VOC	20923188151	02/29/92	02/29/92	1,244.52	00/00/00
P40320				16	8852T	02/29/92	02/29/92	1,244.52	00/00/00
								2,489.04	
COMMODITY CODE: 34008 COMMODITY CODE DESC: CABINET-SAFETY									
P40157				ANX		02/29/92	02/29/92	557.70	00/00/00
								557.70	
COMMODITY CODE: 34567 COMMODITY CODE DESC: AIR PACK, SAFETY EQUIP.									
P40103				OPOP		02/29/92	02/29/92	1,381.38	00/00/00
								1,381.38	
COMMODITY CODE: 36538 COMMODITY CODE DESC: FLOOR MAINTENANCE MACHINES									
P40198				ANNE	922532	02/29/92	02/29/92	705.76	00/00/00
								705.76	
COMMODITY CODE: 40866 COMMODITY CODE DESC: TABLE, EXAMINATION									
P40193				ANNE		02/29/92	02/29/92	727.31	00/00/00
								727.31	
COMMODITY CODE: 41816 COMMODITY CODE DESC: DESK & TABLE, WOOD									
P33019				ANNE		03/20/92	03/20/92	1,194.32	00/00/00
P53183				ANNE		02/19/92	02/19/92	714.75	00/00/00
P40504				ANNEX ANNE	NONE	05/13/96	05/13/96	599.95	00/00/00
P40505				ANNEX ANNE	NONE	05/13/96	05/13/96	599.95	00/00/00
								3,108.97	

REPORT: BA11A230  
 TIME: 00:09:36

STATE OF TENNESSEE  
 PERSONAL PROPERTY ITEMS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 33  
 DATE: 07/31/96

TAG #	FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91033									
COMMODITY CODE:		41820	COMMODITY CODE DESC:		CABINET, FILING, METAL				
P40197	ANNE	CABINET, FILING			02/29/92	02/29/92	592.09	00/00/00	
P40025	VOC	CABINET, FILING			02/29/92	02/29/92	538.21	00/00/00	
							1,130.30		
COMMODITY CODE:		41834	COMMODITY CODE DESC:		FURNITURE, LOUNGE, IN, WOOD				
P33042	ANNE	FURNITURE, LOUN			04/28/92	04/28/92	802.05	00/00/00	
							802.05		
COMMODITY CODE:		60072	COMMODITY CODE DESC:		TYPEWRITER, ELECTRIC				
P40196	ANNE	TYPEWRITER, ELE 11-TRD01			02/29/92	02/29/92	508.37	00/00/00	
							508.37		
COMMODITY CODE:		72535	COMMODITY CODE DESC:		PAGING, RADIO & CHARGERS				
P33209	EX	PAGING, RADIO &			07/10/92	07/10/92	573.75	00/00/00	
							573.75		
COMMODITY CODE:		80550	COMMODITY CODE DESC:		GYMNASIUM APPARATUS				
P40158	ANX	GYMNASIUM APPAR			02/29/92	02/29/92	534.21	00/00/00	
							534.21		
COMMODITY CODE:		84042	COMMODITY CODE DESC:		TV RECEIVER OR CONSOLE				
P40460	ANNE	RECEIVER, TV &	370997		02/29/92	02/29/92	231.66	00/00/00	
P40148	MAIN	RECEIVER, TV &	370990		02/29/92	02/29/92	231.66	00/00/00	
							463.32		

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEM BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
/DIV: 52944								
LOCATION: 91033								
COMMODITY CODE:			89037	COMMODITY CODE DESC:	METAL FINDERS & DETECTOR			
038	ANNE		METAL FINDERS &	21906	02/29/92	02/29/92	3,926.50	00/00/00
							3,926.50	
							16,988.66	
LOCATION: 91034								
COMMODITY CODE:			20585	COMMODITY CODE DESC:	COMPUTER-CPU, ALL TYPES			
1507	BUSI	OFF	COMPUTER-CPU, A		03/18/94	03/18/94	1,202.00	00/00/00
1506	HDNOF	ADM	COMPUTER-CPU, A	SALR59636	05/13/96	05/13/96	1,202.00	00/00/00
							2,404.00	
COMMODITY CODE:			20511	COMMODITY CODE DESC:	CPU:MICROCOMPUTER (PC)			
0006	ACCT		CPU:MICROCOMPUT	23-0176334	02/29/92	02/29/92	1,966.82	00/00/00
0156	ASTS		CPU:MICROCOMPUT	2092318803T	02/29/92	02/29/92	1,394.25	00/00/00
5193	BRAD		CPU:MICROCOMPUT	756	07/07/92	07/07/92	2,092.00	00/00/00
0298	CLAS		CPU:MICROCOMPUT	8817T	02/29/92	02/29/92	1,244.52	00/00/00
0351	CLAS		CPU:MICROCOMPUT	8805T	02/29/92	02/29/92	1,244.52	00/00/00
0372	LIDA		CPU:MICROCOMPUT	8862T	02/29/92	02/29/92	1,244.52	00/00/00
0026	PERS		CPU:MICROCOMPUT	2092318809T	02/29/92	02/29/92	1,244.52	00/00/00
0476	PERS		CPU:MICROCOMPUT	23-KDBHX	02/29/92	02/29/92	1,966.82	00/00/00
0013	HMRS		CPU:MICROCOMPUT	23-0181959	02/29/92	02/29/92	1,966.82	00/00/00
							14,364.79	
COMMODITY CODE:			20513	COMMODITY CODE DESC:	CPU:MINICOMPUTER			
10267	BUSH		CPU:MINICOMPUTE	23-0177698	02/29/92	02/29/92	1,966.82	00/00/00
							1,966.82	
COMMODITY CODE:			20543	COMMODITY CODE DESC:	MONITORS/OTHER PERIPHERALS			
40266	BUSH		MONITORS/OTHER	AN08513001A	02/29/92	02/29/92	482.35	00/00/00

DA11A230  
00:09:36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEMS BY LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 35  
DATE: 07/31/96

FLOOR	ROOM	UNIT	DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DIV: 32944								
LOCATION: 91034								
COMMODITY CODE:		20543	COMMODITY CODE DESC:		MONITORS/OTHER PERIPHERALS		482.35	
COMMODITY CODE:		20547	COMMODITY CODE DESC:		PRINTER, (PC)	PLOTTER		
4	ASTH	PRINTER, (PC)	1620997X	02/29/92	02/29/92	746.99	00/00/00	
4	BRAD	PRINTER, (PC)	20JA0070189	06/22/92	06/22/92	1,129.80	00/00/00	
8	BUSH	PRINTER, (PC)	11-37713	02/29/92	02/29/92	382.23	00/00/00	
4	CLAS	PRINTER, (PC)	1KMATJ74628	02/29/92	02/29/92	398.60	00/00/00	
2	MAIN	PRINTER, (PC)	1621243X	02/29/92	02/29/92	746.99	00/00/00	
2	PERS	PRINTER, (PC)	1GMATJ20492	02/29/92	02/29/92	398.60	00/00/00	
8	PERS	PRINTER, (PC)	SX950011	02/29/92	02/29/92	746.99	00/00/00	
6	WARS	PRINTER, (PC)	1620690	02/29/92	02/29/92	747.00	00/00/00	
5	10B	PRINTER, (PC)	OKKARQ60466	02/29/92	02/29/92	390.06	00/00/00	
							5,686.46	
COMMODITY CODE:		36374	COMMODITY CODE DESC:		SHAMPOO & BUFFING MACHINES			
2	CLOS	SHAMPOO & BUFFI	P86622A	07/01/96	07/01/96	705.76	00/00/00	
							705.76	
COMMODITY CODE:		41816	COMMODITY CODE DESC:		DESK & TABLE, WOOD			
58	ACCT	DESK & TABLE, W		04/06/92	04/06/92	579.95	00/00/00	
57	ADM	DESK & TABLE, W		04/06/92	04/06/92	579.95	00/00/00	
90	ADM	DESK & TABLE, W		02/19/92	02/19/92	579.95	00/00/00	
64	ASTS	DESK & TABLE, W		04/28/92	04/28/92	579.95	00/00/00	
21	ASTH	DESK & TABLE, W		03/20/92	03/20/92	530.55	00/00/00	
26	ASTH	DESK & TABLE, W		03/20/92	03/20/92	579.95	00/00/00	
43	ASTH	DESK & TABLE, W		04/28/92	04/28/92	530.55	00/00/00	
22	COMP	DESK & TABLE, W		03/20/92	03/20/92	530.55	00/00/00	
11	COUN	DESK & TABLE, W		03/20/92	03/20/92	714.75	00/00/00	
27	PERS	DESK & TABLE, W		03/20/92	03/20/92	579.95	00/00/00	
28	PERS	DESK & TABLE, W		03/20/92	03/20/92	579.95	00/00/00	
24	RECO	DESK & TABLE, W		03/20/92	03/20/92	579.95	00/00/00	
25	RECO	DESK & TABLE, W		03/20/92	03/20/92	579.95	00/00/00	
69	TRUS	DESK & TABLE, W		04/06/92	04/06/92	579.95	00/00/00	
116	WARC	DESK & TABLE, W		03/20/92	03/20/92	714.75	00/00/00	
120	WARD	DESK & TABLE, W		03/20/92	03/20/92	1,132.00	00/00/00	

REPORT: BA11A236  
 TIME: 00:09:36

STATE OF T ESSEE  
 PERSONAL PROPERTY IT, BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 34  
 DATE: 07/ 96

AG # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

DEPT/DIV: 32944

LOCATION: 91034

COMMODITY CODE: 41816 COMMODITY CODE DESC: DESK & TABLE, HOOD

AG #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
P33023			HARS DESK & TABLE, M		03/20/92	03/20/92	579.95	00/00/00
							10,532.60	

COMMODITY CODE: 41820 COMMODITY CODE DESC: CABINET, FILING, METAL

P40289			ACCT CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40192			ANNE CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40097			ARMO CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40292			BUSH CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40270			CKPT CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40413			CKPT CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40291			CLER CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40100			COCO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40101			COCO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40479			COMM CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40264			I.A. CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40186			KITC CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40269			PERS CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40271			PERS CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40254			RECO CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40255			RECO CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40256			RECO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40257			RECO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40258			RECO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40259			RECO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40260			RECO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40261			RECO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40262			RECO CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40280			TRAI CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40281			TRAI CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00

14,317.33

COMMODITY CODE: 41834 COMMODITY CODE DESC: FURNITURE, LOUNGE, 1M, HOOD

P33012			ADM FURNITURE, LOUN		03/20/92	03/20/92	802.05	00/00/00
P33013			ADM FURNITURE, LOUN		03/20/92	03/20/92	802.05	00/00/00
P33014			ADM FURNITURE, LOUN		03/20/92	03/20/92	934.75	00/00/00
P33015			ADM FURNITURE, LOUN		03/20/92	03/20/92	934.75	00/00/00
P33045			BRAD FURNITURE, LOUN		04/28/92	04/28/92	934.75	00/00/00

STATE OF TENNESSEE  
 PERSONAL PROPERTY ITEMS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

PAGE: 37  
 DATE: 07/31/96

DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
41834	COMMODITY CODE DESC:	FURNITURE, LOUNGE, IN, HOOD			
FURNITURE, LOUN		03/20/92	03/20/92	672.30	00/00/00
FURNITURE, LOUN		03/20/92	03/20/92	934.75	00/00/00
FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
				8,819.65	
60010	COMMODITY CODE DESC:	CALCULATOR, ELECTRONIC			
CALCULATOR, ELE	1D056769	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	1D056769	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	2D002211	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	2D003641	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	2D003631	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	2D002021	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	2D002191	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	2D002011	02/29/92	02/29/92	115.44	00/00/00
CALCULATOR, ELE	2D002231	02/29/92	02/29/92	115.44	00/00/00
CALCULATOR, ELE	1D056789	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	1D052769	05/19/92	05/19/92	115.44	00/00/00
CALCULATOR, ELE	1D058572	02/29/92	02/29/92	115.45	00/00/00
CALCULATOR, ELE	1D058539	02/29/92	02/29/92	115.45	00/00/00
				1,549.54	
60072	COMMODITY CODE DESC:	TYPEWRITER, ELECTRIC			
TYPEWRITER, ELE	11-TRD23	02/29/92	02/29/92	508.35	00/00/00
TYPEWRITER, ELE	1802689X	02/29/92	02/29/92	527.67	00/00/00
TYPEWRITER, ELE	802700X	02/29/92	02/29/92	527.67	00/00/00
				1,563.69	
60211	COMMODITY CODE DESC:	COPYING MACHINE, PLAIN			
COPYING MACHINE	6M6012395	02/29/92	02/29/92	22,657.75	00/00/00
				22,657.75	

STATE OF TENNESSEE  
 PERSONAL PROPERTY ITEM BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

2946  
 21036  
 COMMODITY  
 PERS  
 COMMODITY CODE:  
 URY  
 T  
 02  
 03  
 210  
 3211  
 3212  
 3213  
 10275  
 10276  
 10277  
 10278  
 40200  
 P33036

UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
COMMODITY CODE: 72514 TRANSCIEVER, FA	COMMODITY CODE DESC: 10104088	TRANSCIEVER, FACSIMILE	02/29/92 02/29/92	2,118.57 2,118.57	00/00/00
COMMODITY CODE: 72535 PAGING, RADIO & PAGING, RADIO & PAGING, RADIO &	COMMODITY CODE DESC: PAGING, RADIO & PAGING, RADIO & PAGING, RADIO &	PAGING, RADIO & CHARGERS	07/10/92 07/10/92 07/10/92 07/10/92 07/10/92 07/10/92	573.75 573.75 573.75	00/00/00 00/00/00 00/00/00
				1,721.25	
COMMODITY CODE: 72571 TACT TACT TACT	COMMODITY CODE DESC: RADIO, 2-HAY RE 617ASL2021 RADIO, 2-HAY RE 617ASL2020 RADIO, 2-HAY RE 531ASH0173	RADIO, 2-HAY REC, TRANSMITE	07/10/92 07/10/92 07/10/92 07/10/92 07/10/92 07/10/92	1,256.43 1,343.98 2,354.05	00/00/00 00/00/00 00/00/00
				4,954.46	
COMMODITY CODE: 80550 RECR RECR RECR RECR	COMMODITY CODE DESC: GYMNASIUM APPAR GYMNASIUM APPAR GYMNASIUM APPAR 119106050 GYMNASIUM APPAR 119106041	GYMNASIUM APPARATUS	02/29/92 02/29/92 02/29/92 02/29/92 02/29/92 02/29/92 02/29/92 02/29/92	4,251.20 534.21 589.88 589.88	00/00/00 00/00/00 00/00/00 00/00/00
				5,965.17	
COMMODITY CODE: 84072 HARD	COMMODITY CODE DESC: VIDEO PLAYER & 15646801A	VIDEO PLAYER & RECORDER	02/29/92 02/29/92	169.25 169.25	00/00/00
COMMODITY CODE: 89037 CHKP	COMMODITY CODE DESC: METAL FINDERS & 21907	METAL FINDERS & DETECTOR	02/29/92 02/29/92	3,926.50	00/00/00



STATE OF TENNESSEE  
 PERSONAL PROPERTY ITEMS BY LOCATION  
 AUTHORIZED ASSETS  
 FROM 01/01/60 TO 07/30/96

AG # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

EPT/DIV: 32944

LOCATION: 91034

COMMODITY CODE: 89037 COMMODITY CODE DESC: METAL FINDERS & DETECTOR

3,926.50

COMMODITY CODE: 89341 COMMODITY CODE DESC: PISTOL, LAW ENFORCEMENT

AG #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
40054			ARMO PISTOL, LAW ENF	BHV4903	02/29/92	02/29/92	232.64	00/00/00
40055			ARMO PISTOL, LAW ENF	BHV4916	02/29/92	02/29/92	232.64	00/00/00
40056			ARMO PISTOL, LAW ENF	BHV4930	02/29/92	02/29/92	232.64	00/00/00
40057			ARMO PISTOL, LAW ENF	BHV2259	02/29/92	02/29/92	232.64	00/00/00
40058			ARMO PISTOL, LAW ENF	BHV4987	02/29/92	02/29/92	232.64	00/00/00
40059			ARMO PISTOL, LAW ENF	BHV2270	02/29/92	02/29/92	232.64	00/00/00
40060			ARMO PISTOL, LAW ENF	BHV2424	02/29/92	02/29/92	232.64	00/00/00
40061			ARMO PISTOL, LAW ENF	BHV4912	02/29/92	02/29/92	232.64	00/00/00
40062			ARMO PISTOL, LAW ENF	BHT0083	02/29/92	02/29/92	232.64	00/00/00
40063			ARMO PISTOL, LAW ENF	BHV4858	02/29/92	02/29/92	232.64	00/00/00
40064			ARMO PISTOL, LAW ENF	BHV2481	02/29/92	02/29/92	232.64	00/00/00
40065			ARMO PISTOL, LAW ENF	BHV2478	02/29/92	02/29/92	232.64	00/00/00
40066			ARMO PISTOL, LAW ENF	BHV4730	02/29/92	02/29/92	232.64	00/00/00
40067			ARMO PISTOL, LAW ENF	BHV2285	02/29/92	02/29/92	232.64	00/00/00
40068			ARMO PISTOL, LAW ENF	BHV4674	02/29/92	02/29/92	232.64	00/00/00
40069			ARMO PISTOL, LAW ENF	BHV4784	02/29/92	02/29/92	232.64	00/00/00
40070			ARMO PISTOL, LAW ENF	BHV2395	02/29/92	02/29/92	232.64	00/00/00
40071			ARMO PISTOL, LAW ENF	BHV4830	02/29/92	02/29/92	232.64	00/00/00
40072			ARMO PISTOL, LAW ENF	BHV4727	02/29/92	02/29/92	232.64	00/00/00
40073			ARMO PISTOL, LAW ENF	BHJ2049	02/29/92	02/29/92	232.64	00/00/00
40074			ARMO PISTOL, LAW ENF	BHV2427	02/29/92	02/29/92	232.64	00/00/00
40075			ARMO PISTOL, LAW ENF	BHV2290	02/29/92	02/29/92	232.64	00/00/00
40076			ARMO PISTOL, LAW ENF	BHV2437	02/29/92	02/29/92	232.64	00/00/00
40077			ARMO PISTOL, LAW ENF	BHV4789	02/29/92	02/29/92	232.64	00/00/00
40078			ARMO PISTOL, LAW ENF	BHV2241	02/29/92	02/29/92	232.64	00/00/00

5,816.00

COMMODITY CODE: 89365 COMMODITY CODE DESC: GUN, SHOTGUN & RIOTN

AG #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
40079			ARMO GUN, SHOTGUN &	A344719M	02/29/92	02/29/92	230.59	00/00/00
40080			ARMO GUN, SHOTGUN &	A344285M	02/29/92	02/29/92	230.59	00/00/00
40081			ARMO GUN, SHOTGUN &	A344756M	02/29/92	02/29/92	230.59	00/00/00
40082			ARMO GUN, SHOTGUN &	A344698M	02/29/92	02/29/92	230.59	00/00/00
40083			ARMO GUN, SHOTGUN &	A344712M	02/29/92	02/29/92	230.59	00/00/00
40084			ARMO GUN, SHOTGUN &	A344740M	02/29/92	02/29/92	230.59	00/00/00
40085			ARMO GUN, SHOTGUN &	A344746M	02/29/92	02/29/92	230.59	00/00/00

LA230  
09.36

STATE OF TENNESSEE  
PERSONAL PROPERTY ITEM: LOCATION  
AUTHORIZED ASSETS  
FROM 01/01/60 TO 07/30/96

PAGE: 40  
DATE: 07/31/

ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

32944  
LOCATION: 91034  
COMMODITY CODE:

COMMODITY CODE:	89365	COMMODITY CODE DESC:	GUN, SHOTGUN & RIOTN			
ARMO		GUN, SHOTGUN & A346598M	02/29/92	02/29/92	230.59	00/00/00
ARMO		GUN, SHOTGUN & A344754M	02/29/92	02/29/92	230.59	00/00/00
ARMO		GUN, SHOTGUN & A344702M	02/29/92	02/29/92	230.59	00/00/00
ARMO		GUN, SHOTGUN & A344306M	02/29/92	02/29/92	230.59	00/00/00
ARMO		GUN, SHOTGUN & A344717M	02/29/92	02/29/92	230.59	00/00/00
ARMO		GUN, SHOTGUN & A344705M	02/29/92	02/29/92	230.59	00/00/00
ARMO		GUN, SHOTGUN & A347168M	02/29/92	02/29/92	230.59	00/00/00
ARMO		GUN, SHOTGUN & A344745M	02/29/92	02/29/92	230.59	00/00/00
ARMO		GUN, SHOTGUN & 650715	02/29/92	02/29/92	337.84	00/00/00
ARMO		GUN, SHOTGUN & 650720	02/29/92	02/29/92	337.84	00/00/00
					<b>4,134.53</b>	

COMMODITY CODE:	89371	COMMODITY CODE DESC:	GUN, TEAR GAS			
ARMO		GUN, TEAR GAS & 978	02/29/92	02/29/92	773.00	00/00/00
					<b>773.00</b>	

COMMODITY CODE:	89877	COMMODITY CODE DESC:	X-RAY MACHINE, DIAGNOSTIC			
POIN		X-RAY MACHINE, MAIL/PACKAGE	06/20/92	06/20/92	22,150.00	00/00/00
					<b>22,150.00</b>	
					<b>136,779.47</b>	
					<b>744,641.01</b>	
					<b>744,641.01</b>	

**APPENDIX C**  
**T.D.O.C. POLICIES APPLICABLE TO**  
**SOUTH CENTRAL CORRECTIONAL CENTER**

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
101.04.1	Policies and Procedures Distribution/ Inmate Access	8/1/84
101.06	Policy and Procedure Exemptions PCN 95-273 PCN 95-189	4/15/95 12/1/85 4/15/95
103.02	Incident Reporting PCN 96-27	12/1/85 6/1/96
103.04	Contacts with the Media  PCN 95-69	11/1/84  3/15/95
103.05	Family Notification	5/1/84
103.07	Annual Inspections PCN 96-62 PCN 95-246	8/15/95 8/15/96 8/15/95
103.10	Title VI-Civil Rights Act of 1964	3/15/96
105.03	Diplomatic Access for Foreign National Inmates	7/1/95
107.02	Internal Affairs Operational Procedures	1/15/96
108.01	Institutional Maintenance and Construction PCN 95-75	1/1/95 3/15/95
112.02	Self-Contained Breathing Apparatus PCN 95-78	12/15/83 3/15/95
112.03	Occupational Health and Safety PCN 96-32 PCN 95-79	12/15/83 7/17/96 3/15/95
112.04	Fire Safety and Evacuation Plan PCN 94-15	12/15/83 4/1/84
112.05	Monitoring and Conducting Fire and Safety Inspections PCN 95-80 PCN 94-58	12/15/83  3/15/95 1/1/95

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
112.09	Control and Use of Flammable, Toxic, and Caustic Materials PCN 95-167 PCN 94-57	12/15/93 3/15/95 1/1/94
112.11	Smoking Policy-TDOC Institutions, Probation Offices and Academy	8/31/96
113.01	Health Services Administration	8/15/95
113.02	Health Care Facilities, Staffing, Equipment and Supplies	4/1/95
113.03	Disaster/Contingency Plan in Health Services	4/1/95
113.04	Medical Transfer of Inmates PCN 96-43	4/15/95 7/15/96
113.05	Death and Autopsies PCN 96-41 PCN 95-178	1/1/95 8/15/96 3/15/95
113.08	Health Care Prosthetics	4/1/95
113.09	Health Services Continuous Quality Improvement	4/15/95
113.10	Credentials of Health Care Personnel PCN 95-29	1/1/95 3/15/95
113.11	Clinical and Nursing Protocols PCN 95-180	1/1/95 5/1/95
113.12	Specialty Consultant Services	3/15/96
113.14	Inmate Workers in Health Care PCN 95-213	11/15/94 6/15/95
113.15	Inmate Co-payment of Health Services	1/31/96
113.20	Intake Physical Examination	4/1/95
113.21	Health Classification PCN 95-32	1/1/95 3/15/95
113.22	Health Orientation	4/15/95
113.23	Initial Screening	4/1/95

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
113.24	Inmates Assigned to Food Services	4/15/95
113.30	Access to Health Care	6/15/95
113.31	Sick Call/Assessment of Health Complaints	4/15/95
113.32	Levels of Care	4/15/95
113.34	Inpatient Care	8/1/96
113.35	Modified Diets	5/1/95
113.40	Health Education PCN 95-35	7/1/93 3/15/95
113.41	Health Maintenance and Preventive Health Care	5/1/95
113.42	Communicable Diseases	3/15/96
113.43	Immunizations PCN 95-37	7/1/93 3/15/95
113.44	Tuberculosis Control	7/1/96
113.45	AIDS: Education, Prevention and Case Management PCN 95-207	3/15/94 7/1/95
113.50	Health Records PCN 95-172 PCN 95-38	5/15/94 4/15/95 3/15/95
113.51	Consent/Refusal of Treatment	8/15/95
113.52	Confidentiality/Release of Health Information	4/15/95
113.53	Accident/Injury Reporting PCN 95-41	7/1/93 3/15/95
113.54	Health Statistics and Report	4/15/95
113.60	Dental Services Administration	5/1/95
113.61	Intake Examination/Priority of Dental Care	5/1/95
113.62	Dental Specialities PCN 95-3	5/1/95 1/15/96

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
113.70	Management of Pharmaceuticals	5/1/85
113.71	Administration/Distribution of Medication	4/15/85
113.72	Management of Hazardous Medical Devices PCN 95-45	11/15/94 3/15/95
113.84	Psychological Evaluations and Assessments	8/15/95
113.86	Mental Health Due Process and Transfer	8/15/95
9113.87	Mental Health Observation/Seclusion/ Suicide/Restraint PCN 96-20	1/1/96 6/15/96
113.88	Suicide Prevention PCN 95-21	1/1/96 5/15/96
113.89	Psychotropic Medication/Involuntary Treatment	8/15/95
113.92	DNA Testing PCN 96-22	1/15/96 5/15/96
117.01	Administrative Guidelines/Educational Programs PCN 95-204	7/1/83 6/15/95
117.02	Academic Programs in Adult Institutions PCN 95-267 PCN 94-20	7/1/83 12/1/85 4/1/84
117.03	Vocational Programs PCN 94-18	7/1/83 4/1/84
117.05	Chapter One Programs	7/1/83
117.06	Inmate Academic/Vocational Education Records	7/1/83
117.07	Special Education Programs	7/1/83
208.01	Trust Fund Accounts PCN 96-52 PCN 95-268 PCN 95-161	1/20/95 7/15/96 12/1/85 3/15/95
208.06	Money Found on Inmates and/or Institution	5/1/85
208.07	Reclaiming Confiscated Currency	7/15/95
208.08	Inmate Telephone System Trust Fund Accounts	10/30/95

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
209.04	Inmate Commissary Workers	5/31/96
401.01	Classification Programs Administration	3/30/96
9401.03	Classification Committee	8/1/96
401.04	Initial Classification Process PCN 95-5	12/1/94 1/15/95
9401.05	Reclassification Process PCN 94-44	3/15/94 10/15/94
9401.06	Use of Custody Overrides PCN 95-275 PCN 95-158	8/15/94 12/15/95 3/15/95
9401.08	Classification Hearing Process	6/15/94
9403.01	Institutional Transfers	8/15/95
403.01.1	Transfer of Records	8/1/96
403.02	Central Transportation System	8/1/96
403.03	Interstate Transportation	8/1/96
403.05	Population Reporting	8/15/95
404.05	Orientation Program	6/15/96
9404.07	Minimum Custody Placement	3/15/96
404.07.1	Notification to Committing Jurisdictions	8/1/96
9404.09	Protective Services PCN 95-261	12/15/94 10/1/95
9404.10	Administrative Placement, Segregation, and Release PCN 96-30	1/1/96 5/15/96
9501.01	Inmate Grievance Procedures PCN 96-26	10/1/95 3/15/96
9502.01	Uniform Disciplinary Procedures PCN 95-196	1/20/95 6/15/95
9502.02	Disciplinary Punishment Guidelines	5/31/96
502.01.1	Reasonable Suspicion Drug Testing Hearing	5/1/94
502.04	Rule Books for Inmates PCN 95-216	11/1/94 7/1/95

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
502.05	Definitions of Disciplinary Offenses PCN 95-258 PCN 95-185	1/20/95 10/1/95 7/1/95
503.11	Motor Vehicle Operation by Inmates PCN 96-53 PCN 95-107	2/15/95 7/15/96 3/15/95
504.01	Inmate Personal Property	3/15/95
504.02	Inmate Personal Property Accounting System	1/20/95
504.03	Purchase of Inmate Goods and Services	5/1/96
504.04	Inmate Pay	6/1/96
504.05	Inmate Clothing PCN 95-243	2/1/94 9/15/95
9505.01 505.07	Sentence Credits Inmate Jobs PCN 95-253 PCN 95-234	9/1/96 1/20/95 11/15/95 8/15/95
9506.01	Custody and Security Levels PCN 96-51 PCN 95-271	10/30/95 8/31/96 1/5/96
506.06	Searches PCN 96-60	5/15/96 9/1/96
8506.07	Use of Force/Security Devices	1/20/95
9506.07.1	Use of Chemical Agents PCN 96-5 PCN 95-219	3/15/94 1/15/96 7/1/95
506.07.2	Trained Assault and Containment Team	4/1/95
8506.07.3	Use of Electronic Restraint Devices	8/15/95
9506.08	Use of Deadly Force	1/20/95
506.10	Escorted Emergency Visits	1/15/95
506.11	Population Count	1/20/95
506.12	Escapes	4/1/96
506.13	Identification of Inmates	4/15/95

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
506.14	Housing Assignments PCN 95-215	1/20/95 7/1/95
506.14.1	Housing for New Admissions PCN 95-23	1/20/95 3/15/95
506.14.2	Housing and Programming of Juvenile Inmates PCN 95-137 PCN 95-20	2/1/94 3/15/95 3/15/95
9506.16	Living Conditions for Segregated Inmates PCN 96-45 PCN 95-115	1/20/95 6/15/96 3/15/95
506.20	Contingency Plans PCN 95-118	1/15/95 3/15/95
506.21	Drug Testing of Inmates for Security Purposes PCN 96-44 PCN 95-119	11/1/94 8/1/96 3/15/95
507.01	Visitation PCN 95-282 PCN 95-252	1/15/95 12/15/95 10/30/95
507.02	Inmate Mail PCN 96-39 PCN 96-14	3/1/96 5/15/96 3/2/96
9511.01	Furloughs PCN 96-11 PCN 96-8 PCN 95-128	1/20/95 5/15/96 2/5/96 3/15/95
9511.01.1	Medical Furloughs PCN 96-18 PCN 95-129	1/20/95 3/15/96 3/15/95
511.02	Pre-Release Services PCN 95-199 PCN 95-130	3/1/94 6/15/95 3/15/95
511.03	Release Procedures PCN 96-58 PCN 95-222	1/1/95 8/1/96 7/1/95
511.04	Coordination/Cooperation with Board of Paroles	12/15/94
512.01	Inmate Institutional Records	8/1/96

## Appendix D - Insurance

### State of Tennessee Department of Correction General Insurance Specifications

#### Insurance Company Eligibility

Proposals will be accepted from Bidders whose insurance companies are authorized to do business in the State of Tennessee, having a Best's Rating of "A" or better, and a financial size of "Class VIII" or better, in the latest edition of Best's Insurance Reports. Any deviation from this requirement must be requested in writing by October 18, 1996 and will necessitate prior written approval from the State of Tennessee, Department of Correction. Such approval will be issued in the form of an Addendum to the RFP. Any non-admitted insurer must be on the current approved list of the Tennessee Department of Insurance. A copy of the 1996 White List is attached for your reference.

#### Contractor and Insurance Company Services Required

The following list of minimum services required must be provided by the successful Contractor's insurance agent and/or by the insurance company(ies):

1. Qualified loss control personnel, either employees or qualified independent contractors, must make inspections of the insured locations for loss prevention purposes for third party and employee exposures. If an independent contractor is used, that organization must be identified in the proposal.
2. A quarterly status of all claims occurring with respect to workers' compensation, general liability, and business automobile liability insurance must be submitted to the State of Tennessee, Department of Correction. These reports must include at least the following information:
  - a. Amount of claim paid and/or reserved;
  - b. Claimant information; and
  - c. Cause and description of accident.
3. The Contractor must prepare an annual listing of all State of Tennessee, Department of Correction insurance policies involved with this project including a discussion of the coverage provided and the estimated annual cost of each policy.

(c) With the exception of the provisions contained in subsection (f) herein, in no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract.

(d) In the event of Breach by the State, the Contractor may itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure, as described in this Section operates as a waiver of the State's Breach.

(e) Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the notice described in subsection (a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a Contractual period of limitations for any claim brought by the Contractor.

(f) In the event the State fails to make any payment due under this Contract within the cure period specified herein and the amount not paid exceeds one hundred thousand dollars (\$100,000), the Contractor may terminate the Contract upon 90 days prior written notice to the Commissioner, provided, however, Contractor may terminate this Contract only upon the State's failure to pay an amount which is not in dispute.

(g) In the event the provisions of this Article are in conflict with the provisions of Section 7.6, Section 7.6 shall control. The Contractor's waiver of the State's Breach described in this Section is an exception to Section 12.17.

Section 9.3 Liquidated Damages.

(a) In the event of a Breach by Contractor described in Appendix E, the State may withhold as liquidated damages the amounts designated on Appendix E from any amounts owed Contractor.

(b) The State shall notify Contractor in writing of the Breach and the amounts to be withheld as liquidated damages.

(c) Liquidated damages shall be assessed in conformance with Section 9.1(c).

(d) The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor designated in Appendix E as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants that it has carefully reviewed the liquidated damages contained in Appendix E and agrees that said amounts are the liquidated damages resulting from negotiation between the parties, represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach.

(e) It is hereby agreed between the parties that the liquidated damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include:

- (i) any injury or damage sustained by a third party and Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision contained in Article 8 or otherwise; and

(ii) any damage sustained to the Facility or property located therein as a result of Contractor's Breach.

(f) The State may continue to withhold the liquidated damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract.

(g) The State is not obligated to assess liquidated damages before availing itself of any other remedy.

(h) The State may chose to discontinue liquidated damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said liquidated damages previously withheld except in the event of a Partial Default.

#### Section 9.4 Partial Default.

(a) In the event of a Breach by Contractor, the State may declare a Partial Default.

(b) If the Contractor fails to cure the Breach within the time period provided in the notice pursuant to Section 9.1(c), then the State may declare a Partial Default and provide written notice to the Contractor of the following:

- (i) the date upon which Contractor shall terminate providing the service associated with the Breach; and
- (ii) the date the State will begin to provide the service associated with the Breach.

The State may revise the time periods contained in the notice upon written notice to Contractor.

4. At least thirty (30) days prior to each policy anniversary date, the Contractor must provide State of Tennessee, Department of Correction with renewal information, including estimated renewal premiums and suggested coverage changes.
5. The Contractor must provide constant monitoring of all companies providing coverage for State of Tennessee, Department of Correction to ensure that the carriers are financially sound.
6. The Contractor must furnish continuing advice and counsel to the State of Tennessee, Department of Correction as required.

### Specimen Policies

Proposals will be accepted only if accompanied by specimen policies, showing all terms, conditions and exclusions as well as rates to be used for audit purposes. Blank forms are acceptable provided that all rates are shown for auditable exposures. Rates may be shown either on the policies or on a separate page.

### Cancellation/Non-Renewal

Unless otherwise instructed, all policies shall be endorsed with an agreement that the company will give ninety (90) days prior written notice, by registered mail to the State of Tennessee, Department of Correction, of its intention (1) to cancel, not renew, or make any material change in the current coverages or premiums, or (2) to make any material change in the coverages or premiums on renewal of any policy.

### Proposals

Proposals must be indicated as to separate types of insurance, although proposals may be for any package policy or mandatory groupings of coverage. We have enclosed a "Premium Proposal Form" which must be returned with the proposal. Individual premiums and combinations of premiums, to the extent applicable, must be indicated thereon, or on a reasonable facsimile thereof. Proposals will be considered as binding for the first year of coverage, except for changes in hazards or exposure units occurring after the inception of the insurance.

The limits of liability and the scope of coverages indicated are suggested by the State of Tennessee, Department of Correction as a starting point. Evaluation of proposals will take into consideration deviations from the enhancements to the Insurance Specifications as set forth in this Addendum to the RFP.

## Review of Insurance

It is intended that all insurance will be reviewed for contract compliance. However, the State of Tennessee, Department of Correction reserves the right to reject all or any part of the insurance at any time. The review of insurance will be based upon:

1. Scope of coverage;
2. Company financial stability, experience and industry standing; and
3. Underwriting, claims and engineering services.

It is considered highly desirable to place all of the insurance coverage with one principal company. Therefore, proposals will be evaluated on an overall underwriting basis but the State of Tennessee, Department of Correction may require any combination of coverage as it sees fit.

The limits required by the State of Tennessee, Department of Correction are the minimum limits acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.

Nothing herein shall in any way limit the right of the State of Tennessee, Department of Correction to recourse to the fullest extent permitted by law.

As respects the total limits of liability requested, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverages.

## Named Insured

See Attachment I to Appendix D - Insurance found on page 4 of 31.

## Signature

All proposals will be considered as binding the insurance company. Therefore, each "Premium Proposal Form", or a reasonable facsimile thereof, should be signed by the Contractor's authorized Insurance Company representative who has binding authority.

## Instructions

Pages 1 through 22 provide details on the scope of coverage specified in this RFP.

Pages 23 to 31 should be completed and returned in accordance with the Time Table as set forth on page 7 of RFS97-329.44-002.

# Attachment I

## to Appendix D - Insurance

### Named Insured

Unless otherwise instructed, the named insured for all insurance coverages should be:

The Contractor; and as respects damages and defense of claims arising from:  
(a) activities performed by or on behalf of the Contractor, (b) products and completed operations of the Contractor, or (c) premises owned, leased, or used by the Contractor; any subsidiary, affiliate, division or subdivision, corporate or otherwise, as may now or hereafter be constituted, and any other entity of which the named insured assumes management control;

Include as an Additional Insured:

State of Tennessee, Department of Correction, and All State Officers, employees, and volunteers whether in their official or individual capacities

- a. in areas where the State of Tennessee, Department of Correction, and All State Officers, employees, and volunteers whether in their official or individual capacities are not protected by immunity
- b. up to the limits of \$300,000/\$1,000,000 in areas where the State's tort liability is limited by T.C.A. 9-8-307(e) as it may be amended or construed by the courts and/or claims commission.

## Workers Compensation

**Named Insured:** Attachment I to Appendix D - Insurance

**Coverage:** Statutory workers compensation and employers liability insurance.

**Limits:**

Employers Liability	\$1,000,000	per accident
Insurance	\$1,000,000	per employee disease
	\$1,000,000	Policy limit disease
		or as required by excess insurer.

**Covered States:** Tennessee

**Scope of Coverage:**

1. Other states insurance shall be afforded.
2. The voluntary compensation and employers liability coverage endorsement is to be attached.
3. Foreign voluntary compensation with repatriation expense at a \$10,000 limit shall apply. Include endemic disease.
4. USL&H
5. Repatriation expense with a \$100,000 limit shall apply.
6. Coverage for endemic disease to be provided.
7. Coverage shall include stop gap liability - employers liability in monopolistic states
8. Federal Employers Liability Act will be included
9. Waive liability for any actions against the State of Tennessee

22. Delete any fellow employee exclusion.
23. Failure to give notice:  
  
**The rights of the insured shall not be prejudiced if there is a failure to give notice of occurrence or incident due to the insured's inadvertent error or omission.**
24. Extend coverage to provide sudden and accidental pollution liability.
25. Delete exclusions for personal injury and advertising injury arising out of advertising, publishing, broadcasting or telecasting.
26. Extend the coverage territory to a worldwide basis without limitations on where claim or suit is brought.
27. Medical and Professional Liability for employed nurses, doctors, attorneys, counselors, psychologists and/or social workers. (If not quoted with general liability, separate quotes should be obtained.)
28. Extend coverage to include sexual abuse/molestation.
29. Extend coverage to include civil rights violations, which will include all claims brought by any persons based in whole or in part on an alleged violation of the federal or state constitutions, statutes or regulations, including but not limited to, suits brought pursuant to 42 U.S.C. S1983.
30. Extend coverage to include communicable disease.
31. Extend coverage to provide coverage for special or punitive damages where permitted by law or public policy.
32. Coverage to include unlimited defense coverage in addition to limits of liability.
33. Extend coverage to include assault and battery as a covered act.

## Products and Completed Operations Liability

- Named Insured:** Attachment I to Appendix D - Insurance
- Coverage:** Quote either the comprehensive or commercial general liability format on an occurrence basis.
- A. **Comprehensive General Liability**  
Coverage should include products, completed operations, and related broad form comprehensive general liability or their equivalent coverages.
- Limit:** \$10,000,000 combined single limit
- B. **Commercial General Liability**  
Coverage A should include products, completed operations, contractual liability, and related broad form property damage coverages.
- Limits:**
- Each occurrence: \$5,000,000
- Products and completed operations aggregate limit:  
Quote \$10,000,000
- Scope of Coverage:**
1. Provide blanket contractual liability for any agreement relating to the business of the insured, including oral agreements.
  2. Employees shall be additional insureds while acting within the scope of their duties.
  3. Any waiver of subrogation shall be permitted, provided such waiver takes place before the loss and with prior consent of the State of Tennessee, Department of Correction.

4. **Worldwide coverage shall apply for claims or suits brought within the United States.**
5. **Provide broad form property damage liability for completed operations.**
6. **With respect to the completed operations hazard, exclusion "O" or "Z" or its equivalent should be modified to read as follows:**

**With respect to the completed operations hazard and with respect to any classifications stated as "including completed operations", to property damage to that smallest identifiable portion or the work performed by the named insured or to parts or equipment furnished in connection therewith that is defective or actively malfunctions, arising out of the work or portion thereof.**

**If the commercial format is used, paragraph I of exclusion L should be modified as follows:**

**Property damage to the smallest identifiable portion of your work arising out of it or any part of it and included in the products/completed operations hazard.**

7. **Notice of occurrence:**

**When an occurrence takes place, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after the occurrence becomes known to the Risk Manager.**

8. **Provide additional insured - vendors coverage on a blanket basis.**
9. **Cross Liability:**

**Employees of one insured shall be deemed members of the public as concerns other insureds. Said relationship shall be considered as applying to all of the insureds named as such in the definition of insureds.**

## Business Auto Liability

**Named Insured:** Attachment I to Appendix D - Insurance

**Coverage Limits:** Insurance to be provided under a business auto form:

<u>Coverages</u>	<u>Symbol</u>	<u>Limit</u>
Liability	1	\$5,000,000
Personal Injury Protection	10 Any Auto	\$5,000,000
Uninsured Motorists	10 Any Auto	\$5,000,000

**Scope of Coverage:**

1. Notice of accident:

When an occurrence takes place, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after the accident or occurrence.

2. Failure to give notice:

The rights of the insured shall not be prejudiced if there is a failure to give notice of accident or incident due to the insured's inadvertent error or omission.

3. Contractual liability coverage is to be included in the business auto form. Contractual liability is to apply for all hired vehicles, regardless of the term of hire or size of autos.

4. Blanket additional insureds:

All persons or entities for whom the insured has agreed to provide insurance in accordance with the terms of vehicle leases or other oral or written agreement shall be covered as additional insureds.

5. **Errors and Omissions:**

Coverage shall not be invalidated or affected by any errors, inadvertent omissions or improper descriptions of underwriting information, autos, their use, or garaging locations.

6. Any "fellow employee" suits exclusions shall be deleted utilizing the following:  
For all employees

7. An "Employees as Insureds" endorsement is to be attached.

8. Include Pollution Liability

9. Provide non-owned auto liability coverage

## Owned & Non-Owned Aircraft Liability

**Named Insured:** Attachment I to Appendix D - Insurance

**Coverage:** Quote owned and non-owned aircraft coverage

**Limits:** \$10,000,000 and/or \$20,000,000 per occurrence

- Scope of Coverage:**
1. Include bodily injury, property damage and mental anguish
  2. Include bodily injury coverage for passengers (per seat)
  3. Include the claims of employees (crew)
  4. Coverage to apply on a worldwide basis
  5. Indicate the seating capacity of aircraft owned and/or leased
  6. Extend coverage to include contractual liability, both written and verbal
  7. Notice of Occurrence:

When an occurrence takes place, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after an accident or occurrence becomes known to the Risk Manager.

## **Umbrella/Excess Liability**

**Named Insured:** See Attachment I to Appendix D - Insurance

**Coverage Limits:** It is permissible to meet minimum limit requirements in total by using a combination of primary and excess policies. Please note that if the excess policy form utilized has an overall aggregate policy limit, the total coverage provided must not be less than that which would have been available for any combination of general liability, auto liability and employers liability claims at the primary limit minimum specified.

**Scope of Coverage:** "Pay on Behalf of" policy form preferred.

The excess underwriter has reviewed the extensions of primary coverage parts and agrees to follow these forms by endorsement. Any exceptions to this must be specifically identified.

First Dollar Defense coverage is to be provided.

Defense without limitation is to be provided in addition to the policy limit.

A zero self-insured retention is preferred.

List any terms, conditions, or limitations of coverage not in common with those of the primary insurance specifications.

## Directors & Officers Liability

**Named Insured:** List insured organization

**Coverage:** Quote coverage for Directors and Officers and for Corporate Reimbursement

**Limits:** \$10,000,000 annual aggregate with (various) deductible (options) for corporate reimbursement / \$0 retention for individual Directors & Officers

**Scope of Coverage:**

1. Include wrongful act(s) defined in policy form
2. Prior acts coverage should be included (Continuity of Coverage)
3. Include clause stating to the effect that information on the application will not void coverage for all insureds (Severability)
4. Policy shall pay 100% excess of retention (No Coinsurance)
5. Include discrimination coverage
6. Include punitive or exemplary damage coverage
7. Include clause which picks up any inadvertent failure to maintain insurance
8. Minimum discovery period of one year
9. Include wrongful acts reported during the policy term
10. Failure to file notice:

The rights of the insured shall not be prejudiced if there is a failure to give notice of an occurrence or incident due to inadvertent error or omission on the part of the insured.

11. Delete the anti-trust exclusion
12. Permit claims brought by governments
13. Include clause stating that coverage will not be invalidated by insured's insolvency
14. Permit insured vs. insured claims for wrongful termination
15. Include marital estate extension
16. Delete the RICO exclusion (Racketeering, Influence and Corrupt Organization)
17. Entities coverage: include coverage for the corporation itself, not just the Directors and Officers of same.
18. Include Employment Practices Liability (It is acceptable to provide this coverage under a separate policy form with limits equal to the D&O limit.)

## Environmental Impairment Liability

- Named Insured:** Attachment I to Appendix D - Insurance
- Coverage:** Liability for bodily injury and property damage resulting from sudden, accidental or gradual pollution arising from operations conducted by the insured.
- Limits:** \$5,000,000 each pollution incident / \$10,000,000 aggregate
- Coverage Locations:**
1. All premises
  2. Alienated premises (if any present locations are alienated).
- Deductible:** Specify the deductible which will apply
- Scope of Coverage:**
1. On and off premises clean-up costs, including those for corrective action are to be covered.
  2. Employees shall be additional insureds while acting within the scope of their duties.
  3. Prior Acts coverage shall be afforded, if claims made.
  4. The cost of appeal and defense should be payable in addition to the limits of liability.
  5. The policy is to comply with the requirements of the financial responsibility regulations of the Environmental Protection Agency regarding petroleum underground storage tanks.
  6. Include Extended Reporting Provision; indicate cost, duration and implications if insured cancels.

**Professional and Medical Liability**  
**(Nurses, Doctors, Attorneys, Counselors, Psychologists, Social Workers)**

**Named Insured:** See Attachment I to Appendix D - Insurance **and** any individual who was, now is or shall be employed as a nurse, doctor, attorney, counselor, psychologist or social worker of the contractor.

**Coverage:** Professional Liability form to insure bodily injury, including mental injury or death, arising out of the rendering or failure to render professional services.

**Limits:** \$ 5,000,000 each occurrence;  
\$10,000,000 annual aggregate;  
Other at option of the proposer.

**Scope of Coverage:**

1. Coverage should be on an occurrence basis **or** claims made with a 3 or 5 year tail.
2. Full Prior Acts coverage shall be afforded.
3. All proposals should disclose the cost of an extended reporting provision and the conditions under which it may be purchased.

## Property / Boiler and Machinery

**Named Insured:** See Attachment I - Appendix D - Insurance

**Coverage:** "All Risks" of Physical Loss or Damage including the perils of earthquake and flood

**Limits:**

- . Building - \$5,000
- . Contents - of Contractor on location (contractor will be solely responsible for all loss or damage to contractor owned property.)

**Sublimits:**

- Transit
- Extra Expense
- Electronic Data Processing
- Expediting Expense
- Service Interruption (PD & BI) - all utilities
- Contingent Extra Expense
- Business Interruption including Ordinary Payroll
- Offsite Storage
- Errors & Omissions
- Mechanical Breakdown, Electrical Arcing
- Pollution Contamination
- Personal Property of Employees
- Contingent Business Interruption

**Deductibles:** \$250

**Term & Conditions:**

- 90 day notice of cancellation
- Repair or Replacement Coverage
- Automatic Reinstatement of Limits
- Coinurance - 100% - Waived
- Permit Other Insurance

## **Employee Dishonesty**

- Named Insured:** See Attachment I to Appendix D - Insurance
- Coverage:** Quote blanket employee dishonesty (Fidelity) coverage
- Limits:** At a minimum, \$50,000 per loss
- Scope of Coverage:**
1. Include a Faithful Performance Rider to cover the malfeasance, misfeasance, or nonfeasance of duties of the Contractor.
  2. Notice of occurrence:  
  
When an occurrence takes place written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after an accident or occurrence becomes known to the Risk Manager.
  3. Failure to file notice;  
  
The rights of the insured shall not be prejudiced if there is a failure to give notice of an occurrence or incident due to inadvertent error or omission on the part of the insured.
  4. Include Employee Benefit Plans as Insureds.

# State of Tennessee Department of Correction Proposal Form for Appendix D - Insurance

*Must be completed and returned in accordance with the timetable as set forth on Page 7 of RFS 97-329.44-002.*

## General Conditions

Insurance company eligibility	_____ Yes _____ No
90 day notice of cancellation	_____ Yes _____ No
non-renewal	_____ Yes _____ No
material change	_____ Yes _____ No
Contractor and insurance company services	_____ Yes _____ No
Named Insured (See Attachment I to Appendix D - Insurance)	_____ Yes _____ No

## Workers' Compensation

Coverage	_____ Yes _____ No
Limits - \$1,000,000 / 1,000,000 / 1,000,000	_____ Yes _____ No

States Covered:		
TN	_____ Yes _____ No	
List any other _____	_____ Yes _____ No	

## Scope of Coverage:

### Includes:

1. Other states insurance	_____ Yes _____ No
2. Voluntary compensation	_____ Yes _____ No
3. Foreign voluntary compensation endorsement	_____ Yes _____ No
4. U.S.L.&H. endorsement	_____ Yes _____ No
5. Excess repatriation expense coverage	_____ Yes _____ No
\$100,000 limit	_____ Yes _____ No
6. Endemic disease coverage	_____ Yes _____ No
7. Stop gap (all monopolistic states)	_____ Yes _____ No
8. FELA	_____ Yes _____ No
9. Waive actions against State of Tennessee	_____ Yes _____ No
Experience mod: _____	_____ Yes _____ No
Interstate: _____	

## General Liability Excluding Products / Completed Operations

Coverage:		
Comprehensive form	_____ Yes _____ No	
Commercial form	_____ Yes _____ No	
Occurrence basis	_____ Yes _____ No	

## Scope of Coverage:

### Includes:

1. Blanket contractual liability	_____ Yes _____ No
2. Independent contractors	_____ Yes _____ No
3. Employees as insureds	_____ Yes _____ No

- |                                                                        |       |     |       |    |
|------------------------------------------------------------------------|-------|-----|-------|----|
| 4. Personal injury and advertising injury                              | _____ | Yes | _____ | No |
| Employment exclusion deleted                                           | _____ | Yes | _____ | No |
| Contractual exclusion deleted                                          | _____ | Yes | _____ | No |
| 5. Liquor liability                                                    | _____ | Yes | _____ | No |
| 6. Fire legal - \$1,000,000                                            | _____ | Yes | _____ | No |
| 7. Waiver of subrogation                                               | _____ | Yes | _____ | No |
| 8. Non-owned watercraft                                                | _____ | Yes | _____ | No |
| No length limitation                                                   | _____ | Yes | _____ | No |
| 9. Extended bodily injury                                              | _____ | Yes | _____ | No |
| 10. Incidental medical malpractice                                     | _____ | Yes | _____ | No |
| 11. Worldwide coverage                                                 | _____ | Yes | _____ | No |
| 12. Delete X, C and U exclusions (if any)                              | _____ | Yes | _____ | No |
| 13. Broad form property damage                                         | _____ | Yes | _____ | No |
| 14. Delete alienated premises exclusion                                | _____ | Yes | _____ | No |
| 15. Notice of occurrence                                               | _____ | Yes | _____ | No |
| 16. Blanket additional insureds                                        | _____ | Yes | _____ | No |
| 17. Cross liability                                                    | _____ | Yes | _____ | No |
| 18. Errors and omissions                                               | _____ | Yes | _____ | No |
| 19. Employee benefits liability                                        | _____ | Yes | _____ | No |
| 20. Aggregate limits per location/project                              | _____ | Yes | _____ | No |
| 21. Personal injury to include:                                        |       |     |       |    |
| Mental anguish                                                         | _____ | Yes | _____ | No |
| Mental injury                                                          | _____ | Yes | _____ | No |
| Humiliation                                                            | _____ | Yes | _____ | No |
| Discrimination                                                         | _____ | Yes | _____ | No |
| Any other injury to the feelings and<br>reputation of a natural person | _____ | Yes | _____ | No |
| 22. Delete fellow employee exclusion                                   | _____ | Yes | _____ | No |
| 23. Failure to give notice endorsement                                 | _____ | Yes | _____ | No |
| 24. Sudden and accidental pollution                                    | _____ | Yes | _____ | No |
| 25. Advertising publishing exclusion deleted                           | _____ | Yes | _____ | No |
| 26. Worldwide basis                                                    | _____ | Yes | _____ | No |
| 27. Medical and Professional liability                                 | _____ | Yes | _____ | No |
| 28. Sexual abuse / molestation coverage                                | _____ | Yes | _____ | No |
| 29. Civil rights violations                                            | _____ | Yes | _____ | No |
| 30. Communicable disease                                               | _____ | Yes | _____ | No |
| 31. Punitive damages                                                   | _____ | Yes | _____ | No |
| 32. Unlimited defense in addition to limits                            | _____ | Yes | _____ | No |
| 33. Assault & Battery as a covered act                                 | _____ | Yes | _____ | No |

**Limits:**

Comprehensive form:  
 \$10,000,000 CSL  
 \$ 1,000,000 employee benefits liability

Premium: \_\_\_\_\_  
 Deductible: \_\_\_\_\_

Commercial form:  
 \$ 5,000,000 occurrence  
 \$10,000,000 aggregate

Premium: \_\_\_\_\_  
 Deductible: \_\_\_\_\_

**Products and Completed Operations Liability**

**Coverage:**

- |                    |       |     |       |    |
|--------------------|-------|-----|-------|----|
| Comprehensive form | _____ | Yes | _____ | No |
| Commercial form    | _____ | Yes | _____ | No |
| Occurrence basis   | _____ | Yes | _____ | No |

**Scope of Coverage:**

**Includes:**

- |                                          |       |     |       |    |
|------------------------------------------|-------|-----|-------|----|
| 1. Blanket contractual                   | _____ | Yes | _____ | No |
| 2. Employees as insureds                 | _____ | Yes | _____ | No |
| 3. Waiver of subrogation                 | _____ | Yes | _____ | No |
| 4. Worldwide coverage                    | _____ | Yes | _____ | No |
| 5. Broad form property damage            | _____ | Yes | _____ | No |
| 6. Exclusion O modified                  | _____ | Yes | _____ | No |
| Exclusion Z modified                     | _____ | Yes | _____ | No |
| Exclusion L modified                     | _____ | Yes | _____ | No |
| 7. Notice of occurrence                  | _____ | Yes | _____ | No |
| 8. Blanket additional insureds - vendors | _____ | Yes | _____ | No |
| 9. Cross liability                       | _____ | Yes | _____ | No |
| 10. Errors and omissions                 | _____ | Yes | _____ | No |
| 11. Failure to give notice               | _____ | Yes | _____ | No |
| 12. Worldwide basis                      | _____ | Yes | _____ | No |

**Limits:**

Comprehensive form:  
\$10,000,000 CSL

Premium: \_\_\_\_\_  
Deductible: \_\_\_\_\_

**Commercial form:**

\$ 5,000,000 occurrence  
\$10,000,000 aggregate

Premium: \_\_\_\_\_  
Deductible: \_\_\_\_\_

**Business Auto Liability**

**Covered autos:**

- |                      |       |     |       |    |
|----------------------|-------|-----|-------|----|
| Liability - symbol 1 | _____ | Yes | _____ | No |
| UM - symbol 10       | _____ | Yes | _____ | No |
| PIP - symbol 10      | _____ | Yes | _____ | No |

**Scope of Coverage:**

**Includes:**

- |                                            |       |     |       |    |
|--------------------------------------------|-------|-----|-------|----|
| 1. Notice of accident                      | _____ | Yes | _____ | No |
| 2. Failure to give notice                  | _____ | Yes | _____ | No |
| 3. Contractual liability                   | _____ | Yes | _____ | No |
| All hired autos regardless of term or size | _____ | Yes | _____ | No |
| 4. Blanket additional insureds             | _____ | Yes | _____ | No |
| 5. Errors and Omissions                    | _____ | Yes | _____ | No |
| 6. Fellow employee exclusion deleted       | _____ | Yes | _____ | No |
| 7. Employees as insureds                   | _____ | Yes | _____ | No |
| 8. Pollution liability                     | _____ | Yes | _____ | No |
| 9. Non owned automobile liability          | _____ | Yes | _____ | No |

**Limits:**

\$5,000,000 CSL

Premium: \_\_\_\_\_  
Deductible: \_\_\_\_\_

**Owned and Non-owned Aircraft Liability**

Owned liability coverage  Yes  No  N/A  
 Non-owned liability coverage  Yes  No  N/A

**Scope of Coverage:**  
**Includes:**

- 1. Bodily injury, property damage and mental anguish  Yes  No
- 2. Bodily injury - passengers  Yes  No
- 3. Claims of employees  Yes  No
- 4. Coverage territory - worldwide  Yes  No
- 5. Specify seat capacity warranty \_\_\_\_\_ (number)  Yes  No
- 6. Contractual liability  Yes  No
- 7. Notice of occurrence  Yes  No

Premium:  
 \$10,000,000 limit \_\_\_\_\_  
 \$20,000,000 limit \_\_\_\_\_

**Umbrella / Excess Liability**

- 1. Policy aggregate  Yes  No  
 Includes Specify Total \_\_\_\_\_
- 2. "Pay on Behalf of" Form  Yes  No
- 3. Named insured as per Attachment I to Appendix D - Insurance  Yes  No
- 4. Follow form all primary extensions  Yes  No

List all exceptions \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 5. First dollar defense  Yes  No
- 6. Defense in excess of limits  Yes  No
- 7. Zero self-insured retention  Yes  No
- 8. List non-concurrent (with Primary) \_\_\_\_\_  
 Terms, conditions or limitations \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Limits: \_\_\_\_\_  
 Premium: \_\_\_\_\_

**Directors and Officers**

List insured organization(s)

**Coverage:**

Occurrence Coverage  Yes  No  
 Directors and Officers liability  Yes  No  
 Corporate reimbursement  Yes  No

**Scope of Coverage:**

**Includes:**

- |                                                                       |           |          |
|-----------------------------------------------------------------------|-----------|----------|
| 1. Wrongful act defined                                               | _____ Yes | _____ No |
| 2. Complete prior acts                                                | _____ Yes | _____ No |
| 3. Information on application will not void coverage for all insureds | _____ Yes | _____ No |
| 4. Policy pays 100% excess of retention                               | _____ Yes | _____ No |
| 5. Discrimination coverage                                            | _____ Yes | _____ No |
| 6. Punitive or exemplary damages covered                              | _____ Yes | _____ No |
| 7. Failure in maintaining insurance                                   | _____ Yes | _____ No |
| 8. Discovery Period:                                                  |           |          |
| Cost _____                                                            | _____ Yes | _____ No |
| Duration _____                                                        | _____ Yes | _____ No |
| If Insured cancels _____                                              | _____ Yes | _____ No |
| 9. Wrongful acts reported during policy coverage                      | _____ Yes | _____ No |
| 10. Failure to file notice                                            | _____ Yes | _____ No |
| 11. Delete anti-trust exclusion                                       | _____ Yes | _____ No |
| 12. Allow claims brought by governments                               | _____ Yes | _____ No |
| 13. Coverage if insured insolvent                                     | _____ Yes | _____ No |
| 14. Insured versus insured claims for wrongful termination            | _____ Yes | _____ No |
| 15. Marital Estate Extension                                          | _____ Yes | _____ No |
| 16. Delete RICO exclusion                                             | _____ Yes | _____ No |
| 17. Entity coverage                                                   | _____ Yes | _____ No |
| 18. Employment Practices Liability                                    | _____ Yes | _____ No |

**Limits and retentions:**

\$10,000,000 annual aggregate:

Deductible Option 1                      Premium: \_\_\_\_\_  
 Deductible Option 2                      \_\_\_\_\_  
 Other                                              \_\_\_\_\_

**Environmental Impairment Liability**

- |                               |           |          |
|-------------------------------|-----------|----------|
| Coverage - gradual            | _____ Yes | _____ No |
| Coverage - sudden, accidental | _____ Yes | _____ No |
| Occurrence coverage           | _____ Yes | _____ No |

**Covered locations:**

- |                                        |            |          |
|----------------------------------------|------------|----------|
| 1. All locations - statement of values | _____ Yes  | _____ No |
| 2. All job sites                       | _____ Yes  | _____ No |
| 3. Specified sites                     | List _____ |          |

**Deductible**

**Scope of coverage:**

**Includes:**

- |                                                              |           |          |           |
|--------------------------------------------------------------|-----------|----------|-----------|
| 1. On/Off premises cleanup costs including corrective action | _____ Yes | _____ No |           |
| 2. Employees as insureds                                     | _____ Yes | _____ No |           |
| 3. Prior acts coverage (if claims made)                      | _____ Yes | _____ No | _____ N/A |
| 4. Defense in addition to the limit                          | _____ Yes | _____ No |           |
| 5. Compliance with EPA requirements                          | _____ Yes | _____ No |           |
| 6. Extended reporting provision                              | _____ Yes | _____ No | _____ N/A |
| Cost _____                                                   |           |          |           |
| Duration _____                                               |           |          |           |
| If insured cancels _____                                     | _____ Yes | _____ No | _____ N/A |

Limits: Premium: \_\_\_\_\_  
 \$5,000,000 incident / \$10,000,000 aggregate \_\_\_\_\_

**Property / Boiler & Machinery**

Named Insured : As per Attachment I to Appendix D - Insurance \_\_\_\_\_ Yes \_\_\_\_\_ No

**Scope of Coverage:**

- |                                                                         |       |     |       |    |
|-------------------------------------------------------------------------|-------|-----|-------|----|
| 1. Is "All Risk" coverage provided                                      | _____ | Yes | _____ | No |
| 2. Does quote include the peril of Flood                                | _____ | Yes | _____ | No |
| 3. Does quote include the peril of Earthquake                           | _____ | Yes | _____ | No |
| 4. Is coverage on a Repair and Replacement Basis                        | _____ | Yes | _____ | No |
| 5. Is Automatic Reinstatement of Limits included                        | _____ | Yes | _____ | No |
| 6. What coinsurance % is used                                           | _____ | Yes | _____ | No |
| 7. Is it waived                                                         | _____ | Yes | _____ | No |
| 8. Does quote include building                                          | _____ | Yes | _____ | No |
| 9. Does quote include office equipment                                  | _____ | Yes | _____ | No |
| 10. Does quote include EDP exposures                                    | _____ | Yes | _____ | No |
| 11. Does quote include all other contents                               | _____ | Yes | _____ | No |
| 12. Does quote include boiler & machinery exposures                     | _____ | Yes | _____ | No |
| 13. Does quote include transit                                          | _____ | Yes | _____ | No |
| 14. Does quote include extra expense                                    | _____ | Yes | _____ | No |
| 15. Does quote include expediting expense                               | _____ | Yes | _____ | No |
| 16. Does quote include service interruption for all utilities           | _____ | Yes | _____ | No |
| 17. Does quote include contingent extra expense                         | _____ | Yes | _____ | No |
| 18. Does quote include business interruption including ordinary payroll | _____ | Yes | _____ | No |
| 19. Does quote include offsite storage                                  | _____ | Yes | _____ | No |
| 20. Does quote include errors and omissions                             | _____ | Yes | _____ | No |
| 21. Does quote include mechanical breakdown or electrical arcing        | _____ | Yes | _____ | No |
| 22. Does quote include pollution and contamination                      | _____ | Yes | _____ | No |
| 23. Does quote include personal property of employees                   | _____ | Yes | _____ | No |
| 24. Does quote include contingent business interruption                 | _____ | Yes | _____ | No |
| 25. Will form permit other insurance?                                   | _____ | Yes | _____ | No |

Deductible (options) \_\_\_\_\_

Limits & Sublimits  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Premium  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Employee Dishonesty**

Named Insured: As per Attachment I to Appendix D - Insurance  Yes  No

Coverage: Blanket employee dishonesty (Fidelity Coverage)  Yes  No

Deductible: \_\_\_\_\_

Limits: \_\_\_\_\_

**Scope of Coverage:**

- 1. Is Faithful Performance Rider included?  Yes  No
  - Does It include Malfeasance?  Yes  No
  - Does it include Misfeasance?  Yes  No
  - Does it include Nonfeasance?  Yes  No
- 2. Notice of Occurrence wording  Yes  No
- 3. Failure to file notice  Yes  No
- 4. Includes Employee Benefit Plans as insureds?  Yes  No

Premium: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Professional and Medical Liability  
 (Nurses/Doctors/Counselors/Psychologists/Social Workers)**

Named Insured: As per Attachment I to Appendix D - Insurance  Yes  No

**Scope of Coverage:**

- 1. Is occurrence coverage provided?  Yes  No
- 2. If no, does claims made quote include "tail" coverage?  Yes  No  
 For what period of time \_\_\_\_\_ years.
- 3. Full Prior acts  Yes  No  N/A
- 4. Extended reporting provision  Yes  No  N/A
  - Cost \_\_\_\_\_
  - Duration \_\_\_\_\_
  - If insured cancels  Yes  No  N/A

**Limits:**

\$5,000,000 each occurrence  
 \$10,000,000 annual aggregate

Premium: \_\_\_\_\_  
 \_\_\_\_\_



Contractor submitting proposal: \_\_\_\_\_

Insurance Agent / Company Employee: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

*Note: Must be an authorized representative or employee of the Insurance Company who has binding authority.  
If more than one Company is used, attach an authorized signature for each.*

**LLOYD'S OF LONDON UNDERWRITERS  
SPONSORING SYNDICATES & MANAGING AGENTS**

<u>Syndicate Number</u>	<u>Managing Agent</u>
2	Claremount Underwriting Agency Ltd
28	Murray Lawrence & Partners Ltd
33	Hiscox Syndicates Ltd
34	Bankside Syndicates Ltd
40	Murray Lawrence & Partners Ltd
47	Methuen (Lloyd's U/W Agents) Ltd
48	Methuen (Lloyd's U/W Agents) Ltd
51	Wellington Underwriting Agencies Ltd
52	Hiscox Syndicates Ltd
53	Merchant Eliot U/W Ltd
55	Cater Allen Syndicates Management Ltd
62	Barber & Marsh Ltd
79	Janson Green Ltd
102	Gammell Kershaw & Company Ltd
112	C I de Rougemont & Company Ltd
122	Sturge Non-Marine Syndicate Management Ltd
123	R J Kiln & Company Ltd
136	Methuen (Lloyd's U/W Agents) Ltd
138	R F Bailey (Underwriting Agencies) Ltd
159	Sturge Non-Marine Syndicate Management Ltd
172	Stewart Syndicates Ltd
173	Stewart Syndicates Ltd
178	Wren Syndicate Management Ltd
179	Catlin Underwriting Agencies Ltd
183	Ashley Palmer Syndicates Ltd
187	Claremount Underwriting Agency Ltd
190	Liberty Syndicate Management Ltd
204	Sturge Non-Marine Syndicate Management Ltd
205	Jago Managing Agency Ltd
218	Christopherson Heath Ltd
219	Sturge Non-Marine Syndicate Management Ltd
227	Gravett & Tilling (Underwriting Agencies) Ltd
228	Cotesworth & Company Ltd
250	Wren Syndicate Management Ltd
270	Tower Managing Agents Ltd
271	Claremount Underwriting Agency Ltd
282	Merchant Eliot U/W Ltd
314	Ashley Palmer Syndicate Ltd
318	Bankside Syndicates Ltd
322	Cater Allen Syndicate Management Ltd
328	Octavian Syndicate Management Ltd
329	Octavian Syndicate Management Ltd
340	Graven & Tilling (Underwriting Agencies) Ltd
362	Murray Lawrence & Partners Ltd
375	Cater Allen Syndicate Management Ltd
376	Venton Underwriting Agencies Ltd
382	Hardy (U/A) Ltd
386	Janson Green Ltd
431	Wren Syndicate Management Ltd
435	D P Mann Underwriting Agency Ltd
441	Murray Lawrence & Partners Ltd
456	Bankside Syndicates Ltd
457	Stewart Syndicates Ltd

**LLOYD'S OF LONDON UNDERWRITERS  
SPONSORING SYNDICATES & MANAGING AGENTS**

<u>Syndicate Number</u>	<u>Managing Agent</u>
473	Wren Syndicate Management Ltd
483	Methuen (Lloyd's U/W Agents) Ltd
484	Methuen (Lloyd's U/W Agents) Ltd
488	Charman Underwriting Agencies Ltd -
490	RGB Underwriting Agencies Ltd
500	Vanguard Underwriting Agencies Ltd
506	Claremount Underwriting Agency Ltd
507	Claremount Underwriting Agency Ltd
510	R J Kiln & Co Ltd
529	Sterling Underwriting Agencies Ltd
535	Cotesworth & Co Ltd
544	Tower Managing Agents Ltd
545	Sturge Aviation Syndicate Management Ltd
552	Mander Thomas & Cooper (U/A) Ltd
557	R J Kiln & Co Ltd
566	Bankside Syndicates Ltd
570	M H Cockell & Partners
582	Cassidy Davis Underwriting Ltd
588	Brockbank Syndicate Management Ltd
590	L G Cox & Co Ltd
609	Atrium Underwriting Ltd
623	Beazley Furlonge Ltd
624	Hiscox Syndicates Ltd
625	Hiscox Syndicates Ltd
658	Cox Octavian Agency Ltd
672	Wellington Underwriting Agencies Ltd
683	Janson Green Ltd
702	Octavian Syndicate Management Ltd
718	Sturge Non-Marine Syndicate Management Ltd
724	Active Syndicate Management Ltd
727	S A Meacock & Co
732	C I de Rougemont & Company Ltd
734	L G Cox & Co Ltd
735	Wren Syndicate Management Ltd
741	Tower Managing Agents Ltd
744	Barder & Marsh Ltd
765	R J Kiln & Co Ltd
766	Murray Lawrence & Partners Ltd
780	B F Caudle Agencies Ltd
800	Wren Syndicate Management Ltd
807	R J Kiln & Co Ltd
808	Crowe Syndicate Management Ltd
822	Murray Lawrence & Partners Ltd
823	Murray Lawrence & Partners Ltd
824	Murray Lawrence & Partners Ltd
839	Tower Managing Agents Ltd
858	Mathuen (Lloyd's U/W Agents) Ltd
861	Brockbank Syndicate Management Ltd
902	P B Coffey (U/A) Ltd
920	Murray Lawrence & Partners Ltd
923	Tower Managing Agents Ltd
925	Sturge Aviation Syndicate Management Ltd
947	Towering Managing Agents Ltd

**LLOYD'S OF LONDON UNDERWRITERS  
SPONSORING SYNDICATES & MANAGING AGENTS**

<u>Syndicate Number</u>	<u>Managing Agent</u>
955	R J Kiln & Co Ltd
957	Barder & Marsh Ltd
958	G S Christensen & Partners
959	Octavian Syndicate Management Ltd
960	Sturge Aviation Syndicate Management Ltd
963	Crowe Syndicate Management Ltd
990	Morgan Fentiman & Barger
991	A E Grant (Underwriting Agencies) Ltd
994	Tower Managing Agents Ltd
998	Sturge Aviation Syndicate Management Ltd
1003	Callin Underwriting Agencies Ltd
1007	Spreckley Villers Burnhope & Company Ltd
1009	Octavian Syndicate Management Ltd
1010	Spreckley Villers Burnhope & Company Ltd
1019	Ernest Blackmore & Son Ltd
1023	Mander Thomas & Cooper (U/A) Ltd
1027	Cox Newton & Harmon Ltd
1028	Wellington Underwriting Agencies Ltd
1036	Bankside Syndicates Ltd
1038	Venton Underwriting Agencies Ltd
1047	Barder & Marsh Ltd
1051	Murray Lawrence & Partners Ltd
1069	Cotesworth & Co Ltd
1084	Stewart Syndicates Ltd
1087	Tower Managing Agents Ltd
1093	Sterling Underwriting Agencies Ltd
1095	Wellington Underwriting Agencies Ltd
1096	Stewart Syndicates Ltd
1101	Trafalgar Underwriting Agencies Ltd
1115	Spreckley Villers Burnhope & Company Ltd
1119	Jago Managing Agency
1141	J E Mumfurd (U/A) Ltd
1165	Hiscox Syndicates Ltd
1173	Conrell & Maguire Ltd
1175	Bankside Syndicates Ltd
1176	Cox Newton & Harman Ltd
1179	R J Kiln & Co Ltd
1183	Venton Underwriting Agencies Ltd
1185	Murray Lawrence & Partners Ltd
1203	Spreckley Villers Burnhope & Company Ltd
1205	Bankside Syndicates Ltd
1206	Lloyd's of London Syndicate
1212	Spreckley Villers Burnhope & Company Ltd
1213	Spreckley Villers Burnhope & Company Ltd
1214	Spreckley Villers Burnhope & Company Ltd
1215	Janson Green Ltd
1234	Bankside Syndicates Ltd
1251	Wellington Underwriting Agencies Ltd
2322	Cater Allen Syndicate Management Ltd
2488	Charman Underwriting Agencies Ltd
2490	RGB Underwriting Agencies Ltd
2947	Lloyd's of London Syndicate

## FOREIGN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List  
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

<b>ACCEPTANCE INDEMNITY INS COMPANY</b> 222 SOUTH 15TH #600 NORTH OMAHA NE 68102 Contact: WILLIAM R BAXTER 402-344-8811	EFF: 11/21/91	<b>APPALACHIAN INS CO OF PROVIDENCE</b> PO BOX 7500 JOHNSTON RI 02919 Contact: NORMAN L BELGARDE 406-275-3000 EXT1662	EFF: 09/12/69
<b>ADMIRAL INSURANCE COMPANY</b> PO BOX 5725 CHERRY HILL NJ 08034-3220 Contact: KATHLEEN CRAWFORD 870-257-6258	EFF: 08/19/74	<b>ASSOCIATED INTERNATIONAL INS CO</b> 21860 BURBANK BLVD #380 WOODLAND HILLS CA 91367 Contact: ROBERT BLAZER, CPA 818-595-0600	EFF: 06/7/88
<b>ADRIATIC INSURANCE COMPANY</b> 3501 NORTH CAUSEWAY BLVD #1000 METAIRIE LA 70002 Contact: DENNIS L BOYCE	EFF: 06/23/88	<b>AUDUBON INDEMNITY COMPANY</b> PO DRAWER 15989 BATON ROUGE LA 70895-5989 Contact: EARL J NORMAND 800-272-9830	EFF: 08/1/87
<b>AGRICULTURAL EXCESS &amp; SURPLUS INS CO</b> PO BOX 2575 CINCINNATI OH 45201-2575 Contact: ROBERT J SCHWARTZ 513-369-5000	EFF: 08/14/81	<b>BURLINGTON INSURANCE COMPANY</b> 238 SMITH SCHOOL RD BURLINGTON NC 27215 Contact: KERRY WAYNE FAVOR 919-538-2830	EFF: 09/28/89
<b>ALLIANCE GENERAL INS COMPANY</b> 200 W ADAMS ST #2100 CHICAGO IL 60606 Contact: ERIC W RAHN, CEO	EFF: 08/24/89	<b>CANAL INDEMNITY COMPANY</b> PO BOX 7 GREENVILLE SC 29602 Contact: B J MCMURRY 803-242-5365	EFF: 11/11/76
<b>ALLIANZ UNDERWRITERS INS INC</b> PO BOX 7780 BURBANK CA 91505-7780 Contact: EDMAN LEE-CHIN 213-658-5000	EFF: 03/7/80	<b>CAPITOL INDEMNITY CORPORATION</b> PO BOX 5900 MADISON WI 53705-0900 Contact: PAUL JOHN BREITNAUER 608-231-4450	EFF: 09/12/88
<b>ALPINE INSURANCE COMPANY</b> 311 SOUTH WACKER DR #500 CHICAGO IL 60606-6618 Contact: JOHN THOMAS CLARK 312-922-8800	EFF: 07/15/93	<b>CARLAMERICA COMPENSATION &amp; LIABILITY</b> 577 AIRPORT BLVD #540 BURLINGAME CA 94010 Contact: HELEN LEONG 415-342-1812	EFF: 02/10/81
<b>AMERICAN COUNTRY INSURANCE COMPANY</b> 222 NORTH LASALLE ST #1600 CHICAGO IL 60601-1105 Contact: JAMES P BYRNE, VP 312-436-3000	EFF: 01/20/87	<b>CENTURY SURETY COMPANY</b> PO BOX 2689 COLUMBUS OH 43231 Contact: GLENN D SOUTHWICK 614-895-2000	EFF: 07/1/87
<b>AMERICAN DYNASTY SURPLUS LINES INS CO</b> PO BOX 5370 CINCINNATI OH 45201 Contact: T MATTHEW HELD 513-369-3000	EFF: 07/5/84	<b>CHUBB CUSTOM INSURANCE COMPANY</b> PO BOX 1615 WARREN NJ 07061-1615 Contact: TRACEY A HOLLERAN 908-903-2982	EFF: 04/7/86
<b>AMERICAN EMPIRE SURPLUS LINES INS CO</b> PO BOX 5370 CINCINNATI OH 45201 Contact: T MATTHEW HELD	EFF: 12/1/77	<b>CIGNA SPECIALTY INSURANCE COMPANY</b> PO BOX 7716 PHILADELPHIA PA 19182 Contact: JOSEPH STAGLIANO 215-761-1000	EFF: 11/21/69
<b>AMERICAN EQUITY INSURANCE COMPANY</b> 8370 EAST VIA DE VENTURE BLDG K SCOTTSDALE AZ 85258 Contact: RODNEY BRUCE PRANTZ 602-991-0833	EFF: 04/1/95	<b>COLONIA UNDERWRITERS INSURANCE CO</b> 200 GARRISON AVENUE FORT SMITH AR 72901 Contact: RHONDA SAUTER 501-782-2829	EFF: 05/1/95
<b>AMERICAN INTL SPECIALTY LINE INS CO</b> HARBORSIDE FINANCIAL CTR. 400 PLAZA 3, 4TH FL JERSEY CITY NJ 07311 Contact: ARMAND PEPIN 201-309-1100	EFF: 03/7/91	<b>COLONY INSURANCE COMPANY</b> PO BOX 85122 RICHMOND VA 23285-5122 Contact: EDWARD DESCH 804-261-7011	EFF: 09/4/84
<b>AMERICAN WESTERN HOME INS CO</b> PO BOX 5323 CINCINNATI OH 45201-5323 Contact: JAMES P TERNET 513-721-3010 EXT2289	EFF: 03/1/95	<b>COLUMBIA CASUALTY COMPANY</b> CNA PLAZA CHICAGO IL 60685 Contact: RICHARD E RUSTON 312-822-5653	EFF: 12/24/75
<b>AMERICAS SURPLUS LINES INS CO</b> 400 POYDRAS ST #2300 NEW ORLEANS LA 70130 Contact: BRIAN MARTIN PAGRAGAN 504-528-9555	EFF: 04/1/95	<b>COMMERCIAL CASUALTY INS CO OF GEORGIA</b> 1600 TECHNOLOGY PARKWAY NORCROSS GA 30092 Contact: LINDA MARIE LILIONA 404-724-5101	EFF: 10/25/88

## FOREIGN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List  
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

<b>COMMERCIAL UNDERWRITERS INS CO</b> 100 CORPORATE POINTE #350 CULVER CITY CA 90230-7618 Contact: WILLIAM LEONE 310-670-0254	EFF: 07/1/95	<b>FULCRUM INSURANCE COMPANY</b> 199 WATER STREET NEW YORK NY 10038-3526 Contact: BERRY GOLUB 212-480-1900 EXT 326	EFF: 06/1/95
<b>CONNECTICUT SPECIALTY INSURANCE CO</b> PO BOX 420 HARTFORD CT 06141 Contact: PETER M VINCI 203-674-6610	EFF: 06/29/94	<b>GENERAL AGENTS INS CO OF AMERICA</b> PO BOX 2933 FORT WORTH TX 76113-2933 Contact: DANIEL JAY COOTS 817-336-2500	EFF: 06/4/85
<b>COREGIS INDEMNITY COMPANY</b> 181 WEST MADISON AVE #2600 CHICAGO IL 60602 Contact: ROBERT SHORTELL 312-849-5000	EFF: 09/3/93	<b>GENERAL STAR INDEMNITY COMPANY</b> PO BOX 10354 STAMFORD CT 06904-2354 Contact: DAVID W MOCIK 203-328-5664	EFF: 05/6/84
<b>DEARBORN INSURANCE COMPANY</b> 123 NORTH WACKER DRIVE CHICAGO IL 60606 Contact: JACK MCDONNELL 312-701-3738	EFF: 01/1/88	<b>GENESIS INDEMNITY INSURANCE COMPANY</b> PO BOX 10352 STAMFORD CT 06904-2352 Contact: PATRICIA A FOX 203-328-5643	EFF: 04/6/91
<b>EDEN PARK INSURANCE COMPANY</b> PO BOX 2575 CINCINNATI OH 45201-2575 Contact: ROBERT J SCHWARTZ 513-369-5000	EFF: 10/25/93	<b>GILBRALTAR CASUALTY INSURANCE CO</b> 751 BROAD STREET, 14TH PLAZA NEWARD NJ 07102-3077 Contact: CHRISTINE KNIGHT 201-802-2024	EFF: 07/29/80
<b>EMPIRE INDEMNITY INSURANCE COMPANY</b> 1624 DOUGLAS AVENUE OMAHA NE 68102 Contact: KEVIN H PURCELL 402-341-0135	EFF: 08/10/82	<b>GLOBAL INSURANCE COMPANY</b> 5901 PEACHTREE DUNWOODY RD NE #B470 ATLANTA GA 30328-5307 Contact: PETER RAMAGLIA 800-634-4175	EFF: 01/2/90
<b>ESSEX INSURANCE COMPANY</b> 4551 COX ROAD GLEN ALLEN VA 23060 Contact: ILL GRODE GOLDFINE 804-273-1400	EFF: 11/14/83	<b>GOTHAM INSURANCE COMPANY</b> 330 MADISON AVENUE NEW YORK NY 10017 Contact: THOMAS JOHN IACOPELLI 212-551-0645	EFF: 07/1/87
<b>EVANSTON INSURANCE COMPANY</b> SHAND MORAHAN PLAZA EVANSTON IL 60201 Contact: EDGAR W PHOEBUS 708-866-2810	EFF: 08/31/81	<b>GULF UNDERWRITERS INSURANCE CO</b> PO BOX 1771 DALLAS TX 75221-1771 Contact: DAVID MARSHALL BARBER 214-670-2905	EFF: 08/1/92
<b>EXECUTIVE RISK SPECIALTY INSURANCE CO</b> PO BOX 2102 SIMSBURY CT 06070-7683 Contact: JEFFREY H KOENIG 203-244-8980	EFF: 12/1/93	<b>HERMITAGE INSURANCE COMPANY</b> 707 WESTCHESTER AVENUE #411 WHITE PLAINS NY 10614 Contact: JOSEPH JOHN JAWORSKI 914-683-8008	EFF: 03/27/89
<b>FIDELITY EXCESS &amp; SURPLUS INS CO</b> 105 CAMPUS DRIVE, UNIVERSITY SQUARE PRINCETON NJ 08542-7016 Contact: ROBERT F WOOP 609-520-1153	EFF: 07/15/93	<b>HOMI INSURANCE COMPANY OF ILLINOIS</b> 10 SOUTH RIVERSIDE PLAZA CHICAGO IL 60606 Contact: HANS JOACHIM PREDEL 312-559-9500	EFF: 09/25/73
<b>FIREMAN'S FUND INSURANCE CO OF OHIO</b> 777 SAN MARIN DRIVE NOVATO, CA 94998 Contact: CHARLES E MCAULEY III 415-899-2817	EFF: 04/8/88	<b>HOMESTEAD INSURANCE COMPANY</b> 200 PLAZA DRIVE SECAUCUS, NJ 07096-1581 Contact: NOEL SCHULZ 201-271-0200	EFF: 06/27/88
<b>FIRST SPECIALTY INSURANCE CORPORATION</b> PO BOX 2928 OVERLAND PARK KS 66201-1335 Contact: SHARON L BUTLER 913-676-5884	EFF: 03/27/90	<b>ILLINOIS EMCASCO INSURANCE COMPANY</b> 815 COMMERCE DRIVE OAKBROOK IL 60521-1978 Contact: J M VANSLOUN 515-280-2674	EFF: 05/5/82
<b>FLORIDA INTERNATIONAL INDEMNITY CO</b> 27 EAST ROBINSON STREET ORLANDO FL 32801 Contact: C GLENN ALEXANDER 404-981-7100	EFF: 08/12/82	<b>ILLINOIS INSURANCE EXCHANGE</b> 311 SOUTH WACKER DRIVE #4100 CHICAGO IL 60606 Contact: GARY D HACKLEY 312-406-8100	EFF: 10/18/85
<b>FRONTIER PACIFIC INSURANCE COMPANY</b> 195 LAKE LOUISE MARIE ROAD ROCK HILL NY 12775-8100 Contact: LINDA MARKOVITS, ADM. AAJ CPA 609-280-2100 EXT 521	EFF: 08/1/95	<b>ILLINOIS UNION INSURANCE COMPANY</b> 8755 WEST HIGGINS ROAD CHICAGO IL 60631 Contact: FRANK GAGLIANO 312-380-8100	EFF: 09/1/70

## FOREIGN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List  
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

<b>INDEPENDENT FIRE INSURANCE OF FLORIDA</b> ONE INDEPENDENT DRIVE JACKSONVILLE FL 32276 Contact: B LANE BUSSEY III 904-358-5470	EFF: 02/9/72	<b>NORTHFIELD INSURANCE COMPANY</b> PO BOX 64816 MENDOTA HEIGHTS MN 55120-1146 Contact: RICHARD J WEINGARTNER 612-688-4100	EFF: 09/21/79
<b>INTERSTATE FIRE &amp; CAUSALTY COMPANY</b> 33 EAST MONROE STREET CHICAGO IL 60603 Contact: PAUL OSMOLSKI 312-346-4600	EFF: 07/30/69	<b>NUTMEG INSURANCE COMPANY</b> HARTFORD PLAZA HARTFORD CT 06115 Contact: S A SOTHERLAND 203-347-5000	EFF: 09/9/81
<b>INVESTORS INSURANCE CO OF AMERICA</b> 200 SCHULZ DRIVE REDBANK NJ 07701 Contact: FRANK T BUZIAK, EXEC VP 908-224-0500	EFF: 05/5/78	<b>OLD REPUBLIC UNION INSURANCE COMPANY</b> 307 NORTH MICHIGAN AVENUE CHICAGO IL 60601 Contact: THELMA EVANS, ACCT MGR 312-346-8100	EFF: 05/14/86
<b>LAFAYETTE INSURANCE COMPANY</b> PO BOX 53265 NEW ORLEANS LA 70153 Contact: LARRY L HAYWARD 504-826-5222	EFF: 05/14/79	<b>PACIFIC INSURANCE COMPANY</b> 180 MAIDEN LANE NEW YORK NY 10038 Contact: PERRY E DEFONTAINE 212-937-5411	EFF: 06/20/84
<b>LANDMARK AMERICAN INSURANCE COMPANY</b> PO BOX 3329 ENGLEWOOD CO 80155 Contact: PATRICIA T HEMLEY 303-754-8702	EFF: 10/16/87	<b>PACIFIC INSURANCE COMPANY LTD</b> 1001 BISHOP STREET HONOLULU HA 96813 Contact: RUBY KONISHI, ASST SECRETARY 808-546-5863	EFF: 10/15/92
<b>LANDMARK INSURANCE COMPANY</b> PO BOX 720594 ATLANTA GA 30328-2594 Contact: WILLIAM P SCHUCHERT 212-770-1100	EFF: 05/1/87	<b>PACIFIC NATIONAL INSURANCE COMPANY</b> PO BOX 2070 MILWAUKEE WI 53201-2070 Contact: HOWARD C MILLER 414-792-3020	EFF: 08/22/90
<b>LEXINGTON INSURANCE COMPANY</b> 200 STATE STREET BOSTON MA 02109 Contact: WILLIAM P SCHUCHERT 212-770-8596	EFF: 02/3/70	<b>PARADIGM INSURANCE COMPANY</b> 9000 WESSEX PLACE #300 LOUISVILLE KY 40222 Contact: LINDA F SERGEANT, ASST CORP SEC 502-429-5585	EFF: 08/30/94
<b>LINCOLN INSURANCE COMPANY</b> PO BOX 4679 WILMINGTON DE 19817 Contact: THOMAS D SYKES 302-594-4710 EXT 128	EFF: 05/10/77	<b>PENN-AMERICA INSURANCE COMPANY</b> 420 SOUTH YORK ROAD HATBORO PA 19040 Contact: WESLEY M BOBBIE 215-443-3631	EFF: 06/23/80
<b>MID ATLANTIC MEDICAL INSURANCE CO</b> 225 INTERNATIONAL CIRCLE HUNT VALLEY MD 21030 Contact: MARK PATRICK WELSH 410-785-0050	EFF: 04/1/95	<b>PROFESSIONAL UNDERWRITERS LIABILITY</b> 185 GREENWOOD ROAD NAPA CA 94559 Contact: JERRY J REILEY 707-226-0100	EFF: 03/8/91
<b>MONTICELLO INSURANCE COMPANY</b> NEWPORT TOWER 525 WASHINGTON BLVD JERSEY CITY NJ 07310-1693 Contact: CHRIS COKE	EFF: 04/12/88	<b>RELIANCE INSURANCE COMPANY OF ILLINOIS</b> 4 PENN CENTER PLAZA PHILADELPHIA PA 19103 Contact: JOHN P TAYLOR 215-864-4007	EFF: 08/2/83
<b>MT BAWLEY INSURANCE COMPANY</b> 9025 NORTH LINDBERG DRIVE PEORIA IL 61615 Contact: TIMOTHY J KRUEGER 309-692-1000	EFF: 05/9/86	<b>REWOOD FIRE &amp; CASUALTY INS CO</b> 9290 WEST DODGE ROAD #300 OMAHA NE 68114 Contact: MICHELLE ACRJ 402-393-7255	EFF: 10/17/86
<b>RATIONAL FIRE &amp; MARINE INSURANCE CO</b> 3024 HARNEY STREET OMAHA NE 68131-3580 Contact: DAVID BRYNE, ASST TREASURER 402-336-3269	EFF: 02/18/70	<b>RISORP NATIONAL INSURANCE COMPANY</b> PO BOX 32370 KANSAS CITY MO 64171-5370 Contact: KATHIE J WILLIAMS 913-262-2953	EFF: 12/31/86
<b>NAUTILUS INSURANCE COMPANY</b> 7275 EAST BUTHERUS DRIVE SCOTTSDALE AZ 85260 Contact: JOHN M RUNBERG 602-951-4905	EFF: 02/18/86	<b>ROCK RIVER INSURANCE COMPANY</b> 3400 80TH STREET MOLINE IL 61265 Contact: DENNIS GENE COOK 815-447-4633	EFF: 10/25/91
<b>NORTH AMERICAN CAPACITY INSURANCE CO</b> 650 ELM STREET, 6TH FLOOR MANCHESTER NH 03101-2524 Contact: EDWARD D STYS 603-444-4400	EFF: 03/27/89	<b>ROYAL SURPLUS LINES INSURANCE CO</b> PO BOX 10000 CHARLOTTE NC 28201-1000 Contact: FRANK J PRESTON 704-522-3250	EFF: 07/21/83

## FOREIGN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List  
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

### SAFECO SURPLUS LINES INSURANCE CO

SAFECO PLAZA  
SEATTLE WA 98185  
Contact: DAVID W KRAFT  
206-545-3394  
EFF: 08/1/86

### SAVERS PROPERTY & CASUALTY INS CO

10985 CODY #135  
OVERLAND PARK KS 66210  
Contact: ROBERT A HOFFMAN  
816-358-1100 EXT 340  
EFF: 07/17/89

### SCOTTSDALE INSURANCE COMPANY

PO BOX 4110  
SCOTTSDALE AZ 85258  
Contact: ARLAN G OLIVA  
800-423-7673  
EFF: 07/26/83

### SHEFFIELD INSURANCE CORPORATION

PO BOX 43360  
BIRMINGHAM AL 35243-3360  
Contact: DAVE THOMPSON JR  
205-970-7122  
EFF: 10/1/85

### ST PAUL SURPLUS LINES INSURANCE CO

385 WASHINGTON STREET  
ST PAUL MN 55102  
Contact: DELROY W PREUSS  
612-221-8069  
EFF: 04/14/75

### STEADFAST INSURANCE COMPANY

ZURICH TOWERS, 1400 AMERICAN LANE  
SCHAUMBURG IL 60196-1056  
Contact: WILLIAM H WIGGS  
708-605-6000  
EFF: 04/30/90

### SUTTER INSURANCE COMPANY

PO BOX 60001  
LARKSPUR CA 94977-6000  
Contact: WILLIAM A KLENECKE  
415-825-1404 EXT 333  
EFF: 10/25/93

### TIG INSURANCE COMPANY OF MICHIGAN

PO BOX 152870  
IRVING TX 75015-8830  
Contact: CAROLINE WOODBURY  
214-831-5000  
EFF: 05/1/96

### TIG SPECIALTY INSURANCE COMPANY

PO BOX 6300  
WOODLAND HILLS CA 91367  
Contact: STEVEN A COOK  
818-396-5323  
EFF: 12/3/87

### TRADERS & PACIFIC INSURANCE COMPANY

PO BOX 2932  
FORT WORTH TX 76113-2932  
Contact: LISA FOSTER  
817-577-6000  
EFF: 06/4/96

### TUDOR INSURANCE COMPANY

400 PARSONS POND DRIVE  
FRANKLIN LAKES NJ 07417-2600  
Contact: ALICE LEW MUI  
201-825-3300  
EFF: 06/1/83

### ULICO INDEMNITY COMPANY

111 MASSACHUSETTS AVENUE  
WASHINGTON, DC 20001  
Contact: DANIEL P SPENCER  
202-682-4952  
EFF: 06/29/94

### UNDERWRITERS INDEMNITY COMPANY

EIGHT GREENWAY PLAZA #4101  
HOUSTON TX 77046  
Contact: GREG E CHILSON  
EFF: 02/5/86

### UNITED CAPITOL INSURANCE COMPANY

400 PERIMETER CENTER TERRACE #345  
ATLANTA GA 30346  
Contact: KATHY D BRUNE  
404-843-5599  
EFF: 02/13/84

### UNITED NATIONAL INSURANCE COMPANY

THREE BALA PLAZA EAST #300  
BALA CYNWYD PA 19004  
Contact: DANIEL J KELLEHER  
610-664-1500  
EFF: 03/23/79

### UNITED STATES LIABILITY INSURANCE CO

PO BOX 1531  
KING OF PRUSSIA PA 19406-0951  
Contact: LOUIS F RIVITUSO  
215-688-2535  
EFF: 10/26/71

### USF INSURANCE COMPANY

1760 MARKET STREET  
PHILADELPHIA PA 19103  
Contact: STEPHEN ROBERT RUFO  
215-563-3800  
EFF: 11/15/94

### USF&G SPECIALTY INSURANCE COMPANY

PO BOX 1138  
BALTIMORE MD 21203-1138  
Contact: CAROL RAAB  
410-547-3704  
EFF: 05/1/96

### VANGUARD UNDERWRITERS INSURANCE CO

PO BOX 660560  
DALLAS TX 75266-0560  
Contact: JOHN KLEINER  
214-559-1295  
EFF: 05/12/87

### WAUSAU GENERAL INSURANCE COMPANY

901 WARRENVILLE ROAD #500  
LISLE IL 60532  
Contact: MICHAEL ROCCA, TREASURER  
715-845-5211  
EFF: 04/14/75

### WESTCHESTER SURPLUS LINES INS CO

SIX CONCOURSE PARKWAY #2700  
ATLANTA GA 30328-5346  
Contact: BRIAN W IMPERIALE  
404-393-9955  
EFF: 10/25/93

### WESTERN ALLIANCE INSURANCE COMPANY

PO BOX 201425  
AUSTIN TX 78720  
Contact: DONALD E WOELLNER  
512-345-6505  
EFF: 12/17/90

### WESTERN HERITAGE INSURANCE COMPANY

PO BOX 5100  
SCOTTSDALE AZ 85261  
Contact: SCOTT A WILSON  
602-951-0703  
EFF: 10/11/91

### WESTERN WORLD INSURANCE COMPANY

400 PARSONS POND DRIVE  
FRANKLIN LAKES NJ 07417-2600  
Contact: ALICE LEW MUI  
201-825-3300  
EFF: 04/27/70

## ALIEN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List  
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

ASSICURAZIONI GENERALI SPA (UK)  
PIZZA DUCA DEGLI ABRUZZIE 2  
34132 TRIESTE ITALY  
EE: 10/24/90

ASSOCIATED ELECTRIC & GAS INS SERVICES LTD (AEG)  
HARBORSIDE FINANCIAL CTR, 700 PLAZA 2  
JERSEY CITY NJ 07311-3994  
EE: 08/12/94

BRITISH AVIATION INSURANCE COMPANY LTD  
FITZWILLIAM HOUSE, 10 ST MARY AXE  
LONDON EC3A 8EQ ENGLAND  
EE: 10/01/94

CNA INTERNATIONAL REINSURANCE COMPANY LTD  
FOUNTAIN HOUSE, 125/135 FENCHURCH ST  
LONDON EC3M 5DJ ENGLAND  
EE: 05/02/86

COMMERCIAL UNION ASSURANCE COMPANY PLC  
ST HELENS - 1 UNDERSHAFT  
LONDON EC3P 3DQ ENGLAND  
EE: 06/10/87

COMMONWEALTH INSURANCE COMPANY - U.S. BRANCH  
595 BURRARD ST #1500 BENTALL TOWER 3  
VANCOUVER, BRITISH COLUMBIA V7X 1G4  
EE: 12/01/95

COPENHAGEN REINSURANCE COMPANY U.K. LTD  
25/26 LIME STREET  
LONDON EC3M 7HR ENGLAND  
EE: 08/01/86

GAN INSURANCE COMPANY LTD  
MINSTER HOUSE - ARTHUR STREET  
LONDON EC4R 9BJ ENGLAND  
EE: 10/04/71

INDEMNITY MARINE ASSURANCE COMPANY LTD  
ST HELENS - 1 UNDERSHAFT  
LONDON EC3P 3DQ ENGLAND  
EE: 06/10/87

INSURANCE COMPANY OF NORTH AMERICA (U.K.) LTD  
CIGNA HOUSE, 8 LIME STREET  
LONDON EC3M 7NA ENGLAND  
EE: 11/18/91

LA CONCORDE COMPAGNIE D'ASSURANCES  
5 RUE DE LONDRES  
PARIS FRANCE  
EE: 07/19/94

LIBERTY MUTUAL INSURANCE COMPANY (U.K.) LTD  
ONE MINSTER COURT MINDING LANE  
LONDON ENGLAND EC3R 7AA  
EE: 03/01/95

LLOYD'S UNDERWRITERS AT LONDON  
LIME STREET  
LONDON EC3M 7HL ENGLAND  
EE: 04/23/70

MARINE INSURANCE COMPANY LTD  
34 LIME STREET  
LONDON EC3M 7JE ENGLAND  
EE: 10/17/86

NORTHERN ASSURANCE COMPANY LTD  
ST HELENS - 1 UNDERSHAFT  
LONDON EC3P 3DQ ENGLAND  
EE: 06/10/87

OCEAN MARINE ASSURANCE COMPANY LTD  
ST HELENS - 1 UNDERSHAFT  
LONDON EC3P 3DQ ENGLAND  
EE: 06/10/87

PHOENIX ASSURANCE PLC  
ONE BARTHOLOMEW LANE  
LONDON EC2N 2AB ENGLAND  
EE: 10/17/86

KROLL & TRACT  
JOHN P DEARIE JR  
212-921-9100 FAX: 212-869-3657

LEBOEUF LAMB GREENE & MACRAE  
212-424-8000 FAX: 212-424-8500

MENDES & MOUNT  
MICHAEL C GIORDANO  
212-261-8423 FAX: 212-261-8750

CNA INSURANCE COMPANIES  
JAMES J MORRIS  
312-822-4650 FAX: 312-822-2893

MENDES & MOUNT  
MICHAEL C GIORDANO  
212-261-8423 FAX: 212-261-8750

BUCHALTER NEMER FIELDS & YOUNGER  
JOHN L INGERSOLL  
212-891-0700 FAX: 212-896-0400

KROLL & TRACT  
JOHN P DEARIE JR  
212-921-9100 FAX: 212-869-3657

KROLL & TRACT  
JOHN P DEARIE JR  
212-921-9100 FAX: 212-869-3657

MENDES & MOUNT  
MICHAEL C GIORDANO  
212-261-8423 FAX: 212-261-8750

LEBOEUF LAMB GREENE & MACRAE  
212-424-8000 FAX: 212-424-8500

KROLL & TRACT  
JOHN P DEARIE JR  
212-921-9100 FAX: 212-869-3657

LEBOEUF LAMB GREENE & MACRAE  
212-424-8000 FAX: 212-424-8500

LEBOEUF LAMB GREENE & MACRAE  
212-424-8000 FAX: 212-424-8500

KROLL & TRACT  
JOHN P DEARIE JR  
212-921-9100 FAX: 212-869-3657

MENDES & MOUNT  
MICHAEL C GIORDANO  
212-261-8423 FAX: 212-261-8750

MENDES & MOUNT  
MICHAEL C GIORDANO  
212-261-8423 FAX: 212-261-8750

KROLL & TRACT  
JOHN P DEARIE JR  
212-921-9100 FAX: 212-869-3657

**ALIEN SURPLUS LINES INSURERS**  
State of Tennessee Eligible Surplus Lines Insurers List  
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

**QBE INTERNATIONAL INSURANCE LTD**  
FOURTEEN FENCHURCH AVENUE  
LONDON EC3M 5BS ENGLAND  
EFF. 06/29/94

**RIVER THAMES INSURANCE COMPANY LTD**  
150152 FENCHURCH STREET  
LONDON EC3M 6DL ENGLAND  
EFF. 06/30/70

**SKANDIA INTERNATIONAL INSURANCE CORPORATION**  
SVEAVAGEN 44 BOX 7693  
S-103 95 STOCKHOLM SWEDEN  
EFF. 04/08/86

**SPHERE DRAKE INSURANCE PLC**  
33-34 LEADHALL STREET  
LONDON EC3A 2BJ ENGLAND  
EFF. 12/10/69

**SR INTERNATIONAL BUSINESS INSURANCE CO LTD**  
71-77 LEADENHALL STREET  
LONDON EC3A 2PQ ENGLAND  
EFF. 03/01/89

**ST PAUL REINSURANCE COMPANY LTD**  
ST PAUL HOUSE, 27 CAMPER DOWN STREET  
LONDON E1 3DS ENGLAND  
EFF. 03/23/89

**TERRA NOVA INSURANCE COMPANY LTD**  
TERRA NOVA HOUSE - 41/43 MONING LANE  
LONDON EC3R 7SP ENGLAND  
EFF. 04/17/84

**THREADNEEDLE INSURANCE COMPANY LTD**  
60 ST MARY AXE  
LONDON EC3A 1JQ ENGLAND  
EFF. 10/20/87

**UNIONAMERICA INSURANCE COMPANY LTD**  
77 GRACECHURCH STREET  
LONDON EC4V 0DA ENGLAND  
EFF. 10/05/87

**YORKSHIRE INSURANCE COMPANY LTD**  
TWO ROUGIER STREET  
YORK YO1 1HR ENGLAND  
EFF. 09/05/80

**ZURICH RE (U.K.) LIMITED**  
90 FENCHURCH STREET, THE ZURICH BLDG  
LONDON EC3M 4JX ENGLAND  
EFF. 07/20/90

**GILBERT SEGALL & YOUNG**  
JANE DAVIS  
212-644-4000 FAX: 212-644-4051

**WILSON ELSER MOSKOWITZ EDELMAN & DICKER**  
LINDA ESKAY  
212-490-3000 FAX: 212-490-3038

**LEBOEUF LAMB GREENE & MACRAE**  
212-424-8000 FAX: 212-424-8500

**WILSON ELSER MOSKOWITZ EDELMAN & DICKER**  
LINDA ESKAY  
212-490-3000 FAX: 212-490-3038

**LEBOEUF LAMB GREENE & MACRAE**  
212-424-8000 FAX: 212-424-8500

**LEBOEUF LAMB GREENE & MACRAE**  
212-424-8000 FAX: 212-424-8510

**LEBOEUF LAMB GREENE & MACRAE**  
212-424-8000 FAX: 212-424-8500

**LEBOEUF LAMB GREENE & MACRAE**  
212-424-8000 FAX: 212-424-8510

**LEBOEUF LAMB GREENE & MACRAE**  
212-424-8000 FAX: 212-424-8510

**MENDES & MOUNT**  
MICHAEL C GIORDANO  
212-261-8423 FAX: 212-261-8750

**LEBOEUF LAMB GREENE & MACRAE**  
212-424-8000 FAX: 212-424-8510

## APPENDIX E

### Liquidated Damages Schedule

Liquidated damages will be calculated in accordance with the following formula:  
 $V \times B \times \$25.00$  where

**V = Relative value of Service Area**  
**B = Relative value of the Breach**

**Service Area 1 - Value = 5: Inmate Classification, Custody and Movement, Access to Courts, Disciplinary Procedures, Inmate Relations, Sentence Reduction Credits, Sentence Computation, Inmate Records:**

<b>Contractor Breach:</b>	<b>B</b>
Failure of Staff	5
Failure to Document	4
Failure to Report	3
Failure to Comply with Other Applicable Standards	5

**Service Area 2 - Value = 4: General Administration, Personnel and Training, Security and Control, Use of Force, Health/Medical/Mental Health/Dental, Inmate Work and Education, Transportation, Inmate Drug Testing:**

<b>Contractor Breach:</b>	<b>B</b>
Failure of Staff	5
Failure to Document	3
Failure to Report	2
Failure to Comply with Other Applicable Standards	5

**Service Area 3 - Value = 3: Equipment, Supplies and Perishables, Sanitation and Hygiene, Facility Management, Maintenance, and Utilities:**

<b>Contractor Breach:</b>	<b>B</b>
Failure of Staff	4
Failure to Document	2
Failure to Report	1
Failure to Comply with Other Applicable Standards	4

**Service Area 4 - Value = 2: Personal Property, Visitation, Food Service, Laundry and Clothing, Recreation, Library, Commissary, Religious Services, Volunteer Services, Released Inmates, Telephone and Correspondence, Inmate Trust Fund, Community Relations, and other requirements of the Standards:0**

<b>Contractor Breach:</b>	<b>B</b>
Failure of Staff	4
Failure to Document	1
Failure to Report	1
Failure to Comply with Other Applicable Standards	2

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

(hereinafter called the "Principal") and \_\_\_\_\_

(hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto \_\_\_\_\_

(hereinafter called the "State"), and in the penal sum of \_\_\_\_\_

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:  
Whereas, the State has engaged the principal for the sum of \_\_\_\_\_

to staff, manage, and operate the South Central Correctional Center, Clifton, Wayne County, Tennessee, RFP/RFS 97-329.44-002 as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the State that the Principal shall assure all undertakings under said agreement or contract.

Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the State from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the State any and all outlay and expense which it may incur in making good any such default, by the Principal, and shall fully pay in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received the receipt of which is acknowledged, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Principal's duties thereunder shall in any wise affect the obligation under this bond, and notice is hereby waived of

any such change, extension of time, alteration or addition to the terms of the contract or to the Principal's duties thereunder.

Now, therefore, the condition of this obligation is such, that if the Principal shall faithfully perform said contract according to its terms, covenants and conditions and shall promptly pay all persons who supply labor or material to the Principal for use in the prosecution of the work under said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named State's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said contract shall have a direct right of action under this bond. The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Executed in \_\_\_\_\_ counterparts.

Witness:

\_\_\_\_\_  
(name of Principal)

\_\_\_\_\_  
(name of Surety)

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(signature of Attorney-in-Fact)

\_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(name of Attorney-in-Fact)

\_\_\_\_\_  
(title of signatory)

\_\_\_\_\_  
(Tennessee license number of Agent or Attorney-in-Fact)

\_\_\_\_\_  
(countersignature of resident Agent if not same as Attorney-in-Fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

**AMENDMENT THREE  
TO CONTRACT FA-97-12268-00**

**BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONS CORPORATION OF AMERICA**

This Contract , by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Corrections Corporation of America, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following as Section 12.34:

Section 12.34 Name Change. Effective December 21, 2000, all references to "Corrections Corporation of America" shall be deleted and replaced with "CCA of Tennessee, Inc. d/b/a Corrections Corporation of America."

2. Add the following as Section 12.35:

Section 12.35 Federal Employer Identification Number. Effective December 21, 2000, the Federal Employer Identification Number of the Contractor shall be 62-1806755.

The other terms and conditions of this agreement not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**CCA OF TENNESSEE, INC. D/B/A CORRECTIONS CORPORATION OF AMERICA:**

John D. Ferguson, CEO Date 2/8/2001

**DEPARTMENT OF CORRECTION**

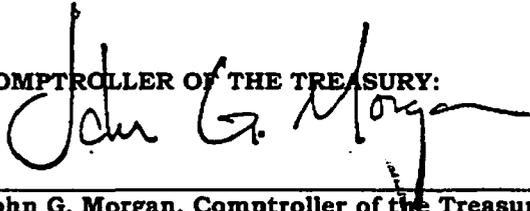
Donal Campbell, Commissioner Date 2-8/2001

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

C. Warren Neel, PhD, Commissioner Date MAR 05 2001

COMPTROLLER OF THE TREASURY:



3/15/01

---

John G. Morgan, Comptroller of the Treasury

Date

ATTORNEY GENERAL AND REPORTER:



3/06/01

---

Paul G. Summers, Attorney General and Reporter

Date

**AMENDMENT TWO  
TO CONTRACT FA-97-12268-00**

**BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONS CORPORATION OF AMERICA**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Corrections Corporation of America, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section 7.1 in its entirety and insert the following in its place:

Section 7.1 Management Payment. The State shall pay the Contractor a Per Diem Rate per Inmate Day as follows:

Period	Per Diem Rate	
	1 — 1506 Inmates	1507 — 1676 Inmates
02/28/97 — 06/30/97	\$32.26	
07/01/97 — 06/30/98	\$32.26	
07/01/98 — 06/30/99	\$33.31	
07/01/99 — 02/29/00	\$34.40	
03/01/00 — 06/30/00	\$34.40	
07/01/00 — 01/31/01	\$35.51	
2/01/01 — 6/30/01	\$35.51	\$28.50
07/01/01 — 02/28/02	\$36.67	\$29.43

In the event the State exercises its right to construct additional buildings at the Facility and/or to expand the capacity of existing buildings at the Facility, the parties will negotiate

a Per Diem Rate for such additional Inmates, it being the intent of the parties that the State will pay only the marginal costs for such additional Inmates.

2. Delete Section 12.26 in its entirety and insert the following in its place:

Section 12.26 Maximum Liability. Notwithstanding any provision contained herein to the contrary, in no event shall the maximum liability of the State under this Contract exceed \$97,629,784. The maximum liability of the State under this Contract for each respective year of this Contract is as follows:

Fiscal Year 1996 – 1997	<u>\$ 6,037,924</u>
Fiscal Year 1997 – 1998	<u>\$ 18,069,683</u>
Fiscal Year 1998 – 1999	<u>\$ 18,656,075</u>
Fiscal Year 1999 – 2000	<u>\$ 19,326,998</u>
Fiscal Year 2000 – 2001	<u>\$ 20,629,650</u>
Fiscal Year 2001 – 2/28/2002	<u>\$ 14,909,454</u>

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section 7.1. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contractor.

**IN WITNESS WHEREOF:**

**CORRECTIONS CORPORATION OF AMERICA:**

  
\_\_\_\_\_  
John D. Ferguson, CEO

DATE: 1/23/01

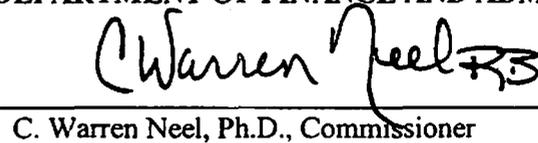
**DEPARTMENT OF CORRECTION:**

  
\_\_\_\_\_  
Donal Campbell, Commissioner

DATE: 2/13/01

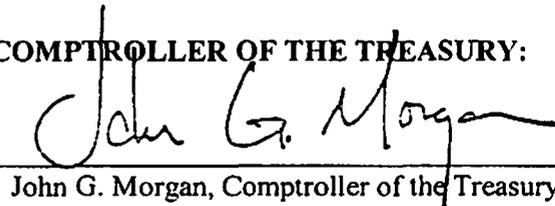
**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

  
\_\_\_\_\_  
C. Warren Neel, Ph.D., Commissioner

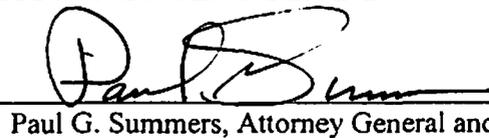
MAR 05 2001  
DATE: \_\_\_\_\_

**COMPTROLLER OF THE TREASURY:**

  
\_\_\_\_\_  
John G. Morgan, Comptroller of the Treasury

DATE: 3/7/01

**ATTORNEY GENERAL AND REPORTER:**

  
\_\_\_\_\_  
Paul G. Summers, Attorney General and Reporter

DATE: 3/06/01

**AMENDMENT ONE  
TO CONTRACT FA-97-12268-00**

**BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONS CORPORATION OF AMERICA**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Corrections Corporation of America, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete following Section in its entirety:

**Section 2.1 Term**

(a) The term of this Contract shall be from the Effective Date of Contract until three (3) years after the Service Commencement Date, February 28, 1997, unless terminated earlier pursuant to the terms hereof. This term requires three (3) years of management service ending at 12:00 noon on February 29, 2000.

(b) The State shall have an option to renew the Contract upon the same terms and conditions for an additional twenty-four (24) month period by giving the Contractor written notice of its intent to exercise such option on or before November 1, 1999; provided, however, exercise of the option to renew is solely within the discretion of the State.

and insert the following in its place:

**Section 2.1 Term**. The term of this Contract shall be from the Effective Date of Contract until five (5) years after the Service Commencement Date, February 28, 1997, unless terminated earlier pursuant to the terms hereof. This term requires five (5) years of management service ending at 12:00 noon on February 28, 2002.

2. Delete following Section in its entirety:

**Section 12.26 Maximum Liability**. Notwithstanding any provision contained herein to the contrary, in no event shall the maximum liability of the State under this Contract exceed \$55,639,180. The maximum liability to the State under this Contract for each respective

year of this Contract is as follows:

Fiscal Year 1996 – 1997	\$ 6,037,924
Fiscal Year 1997 – 1998	\$ 18,069,683
Fiscal Year 1998 – 1999	\$ 18,656,075
Fiscal Year 1999 – 2-29-2000	\$ 12,875,498

and insert the following in its place:

Section 12.26 Maximum Liability. Notwithstanding any provision contained herein to the contrary, in no event shall the maximum liability of the State under this Contract exceed \$95,687,280. The maximum liability of the State under this Contract for each respective year of this Contract is as follows:

Fiscal Year 1996 – 1997	\$ 6,037,924
Fiscal Year 1997 – 1998	\$ 18,069,683
Fiscal Year 1998 – 1999	\$ 18,656,075
Fiscal Year 1999 – 2000	\$ 19,326,998
Fiscal Year 2000 – 2001	\$ 19,902,900
Fiscal Year 2001 – 2/28/2002	\$ 13,693,700

3. Delete following Section in its entirety:

Section 6.10 Background Checks. Prior to employment with Contractor, applicants shall be subjected to a thorough background investigation, including criminal, employment, and medical histories. The background investigation for applicants for correctional officer positions shall also include psychological history. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request. The State shall not provide NCIC background checks.

and insert the following in its place:

Section 6.10 Background Checks.

- a) Prior to employment with Contractor, applicants shall be subjected to a thorough background investigation, including criminal, employment, and medical histories. The background investigation for applicants for correctional officer positions shall also include

psychological history. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request.

b) The Warden shall immediately cause a "Criminal History Request" from NCIC to be completed on each individual hired to work at the Facility. The request shall be forwarded to the State and processed in accordance with procedures established by the Commissioner. In no instance may an employee be assigned to a post until the NCIC check has been completed; however, the employee may participate in preservice training while the check is in process. The State shall notify the Warden whether the employee is cleared for further consideration of employment. The criminal history obtained from NCIC or FBI may be used solely for the purpose requested, and may not be disseminated outside the Department of Correction or the affected employee.

4. Add the following as Section 7.7 and renumber any subsequent sections as necessary:

Section 7.7 Failure to Pay Health Care Providers. The Contractor shall be responsible for making payments to the State's contract hospital and physicians providing services at the State's contract hospital within ninety (90) days of the invoice date for services to any Inmate assigned to the Facility. When any such debt is more than ninety (90) days old, the State reserves the right to pay the provider and deduct the amount from payments due from the State to the Contractor hereunder.

5. Delete following subsections in their entirety:

Section 6.8(c) whether any position on the staffing pattern was vacant and for how many days; and

(d) types and hours of training provided by position.

and insert the following in their place:

Section 6.8(c) whether any position on the staffing pattern was vacant and for how many days.

6. Delete following Section in its entirety:

Section 6.13 Training. Contractor shall provide training programs for all employees in accordance with the Standards. All costs incurred for said orientation and training

programs shall be borne by the Contractor. The Contractor's employees shall receive at least the same number of hours of orientation, pre-service, and in-service training as required by ACA standards.

The Contractor shall provide documentation to the Contract Liaison of all completed employee training as soon as possible after its completion. The Liaison shall be permitted to review training curricula and other training-related records and to audit training classes at any time.

The Contractor shall comply with T.C.A. § 4-6-143 including but not limited to compensation for teachers.

and insert the following in its place:

**Section 6.13 Training.** Contractor shall provide training programs for all employees in accordance with the Standards. All costs incurred for said orientation and training programs shall be borne by the Contractor. The Contractor's employees shall receive at least the same number of hours of orientation, pre-service, and in-service training as required by ACA standards.

The Liaison shall be permitted to review training curricula and other training-related records and to audit training classes at any time.

The Contractor shall comply with T.C.A. § 4-6-143 including but not limited to compensation for teachers.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

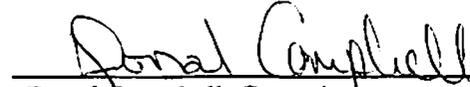
CORRECTIONS CORPORATION OF AMERICA:

  
\_\_\_\_\_  
Michael Quintan, President

DOCTOR R. CRANTS  
CEO

DATE: 6 Jan 2000

DEPARTMENT OF CORRECTION:

  
\_\_\_\_\_  
Donal Campbell, Commissioner

DATE: 2/24/00

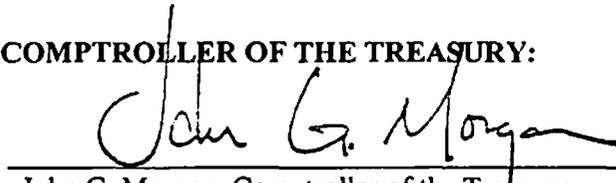
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
\_\_\_\_\_  
John D. Ferguson, Commissioner

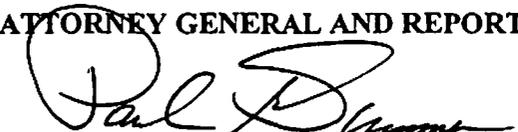
DATE: 2/24/00

COMPTROLLER OF THE TREASURY:

  
\_\_\_\_\_  
John G. Morgan, Comptroller of the Treasury

DATE: 2/25/00

ATTORNEY GENERAL AND REPORTER:

  
\_\_\_\_\_  
Paul G. Summers, Attorney General and Reporter

DATE: 2/25/2000