CONTRACT #14
RFS # 329.44-00408
FA # 08-22102-00

Correction

VENDOR:
Corrections Corporation of America (CCA)

STATE OF TENNESSEE
DEPARTMENT OF CORRECTION
6TH FLOOR RACHEL JACKSON BUILDING
320 SIXTH AVENUE NORTH
NASHVILLE, TENNESSEE 37243-0465
OFFICE (615) 741-1000 EXT. 8104 • FAX (615) 741-4605

MEMORANDUM

RECEIVED
DEC 04 2009
FISCAL REVIEW

TO: Leni Chick
Contract & Audit Coordinator
Fiscal Review Committee Staff

FROM: William M. Anderson, Director
Contracts Administration

DATE: December 3, 2009

SUBJECT: Request for Non-Competitive Amendment

32~~98~~1-**00408** FA-08-22102-00 Corrections Corporation of America (CCA)

Enclosed is a Non-Competitive Amendment Request to the contracts between the Department of Correction, and Corrections Corporation of America. The enclosed supporting documentation details information as required pursuant to Department of Finance and Administration rules and policy.

1) Original Contract
2) Summary sheet for contract
3) Request for Non-Competitive Amendment
4) Proposed Amendment 1
5) Supplement Documentation Required for Fiscal Review Committee

The Tennessee Department of Correction respectfully submits this Non-Competitive Amendment Request for Fiscal Review Committee comments and/or approval.

Thank you for your consideration of this matter.

/lr
Enclosures

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	**William M. Anderson**	*Contact Phone:	**615.253.8104**
*Original Contract Number:	**FA-08-22102-00**	*Original RFS Number:	**329.44-004**
Edison Contract Number: (*if applicable*)	**6929/ FY10-7086**	Edison RFS Number: (*if applicable*)	**32944-00408**
*Original Contract Begin Date:	**July 1, 2007**	*Current End Date:	**June 30, 2010**
Current Request Amendment Number: (*if applicable*)		**One (1)**	
Proposed Amendment Effective Date: (*if applicable*)		**Date of Final Approval**	
*Department Submitting:		**Correction**	
*Division:		**Fiscal Services**	
*Date Submitted:		**December 3, 2009**	
*Submitted Within Sixty (60) days:		**Yes**	
If not, explain:			
*Contract Vendor Name:		**Corrections Corporation of America**	
*Current Maximum Liability:		**$74,687,000.00**	

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2008	FY: 2009	FY: 2010	FY:	FY	FY
$ 24,391,500.00	**$ 24,869,500.00**	**$ 25,426,000.00**	**$**	**$**	**$**

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report)

FY: 2008	FY: 2009	FY: 2010	FY:	FY	FY
$ 23,563,069.20	**$ 24,066,755.58**	**$ 8,234,211.60**	**$**	**$**	**$**

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The surplus funds reverted back to the General Fund
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:	State:	**$74,687,000.00**	Federal:	
Interdepartmental:			*Other*:	
If "*other*" please define:				

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
N/A	**N/A**

Method of Original Award: (*if applicable*)	**RFP**
*What were the projected costs of the service for the entire term of the contract prior to contract award?	

SERVICE	**AMOUNT**
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2007 - June 30, 2008	$39.60
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2008 - June 30, 2009	$40.49
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2009 - June 30, 2010	$41.40
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2010 - June 30, 2011*	$42.33
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2011 - June 30, 2012*	$43.29

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

CCA 329.44-004

Object code detail FY08

Depar	Divis	Major	Min	Fundir	Vendor Name	Transactio	Transactic	Transaction-Doc	Transa	Effec Metr	2008 Total Expenditures
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B008		FA0822102	00		1,996,038.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B008		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B043		FA0822102	00		1,983,049.20
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B043		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B084		FA0822102	00		1,939,251.60
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B084		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B122		FA0822102	00		2,002,532.40
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B122		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B157		FA0822102	00		1,933,588.80
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B157		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B204		FA0822102	00		1,998,018.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B204		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	CW800		FA0822102	00		1,995,840.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	CW800		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B366		FA0822102	00		1,864,922.40
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B366		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B398		FA0822102	00		1,989,187.20
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B398		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B491		FA0822102	00		1,927,530.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B491		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B566		FA0822102	00		1,997,780.40
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B566		FA0822102	00		0.00
329	44	08	3	2008	CORRECTIONS CORPORATION OF AMERICA	B630		FA0822102	00		1,935,331.20
329	44	08	Total								23,563,069.20
329	44	Total									23,563,069.20

Object code detail FY09

Department	Division	Majo	Minor	Funding Year	Vendor Name	Transacti	Transactio	Transaction-Doc	Transaction-D	2009 Total Expenditures
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B086		FA0822102	00	0.00
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B207		FA0822102	00	2,051,020.95
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B207		FA0822102	00	0.00
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B299		FA0822102	00	1,979,394.14
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B299		FA0822102	00	0.00
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B380		FA0822102	00	2,050,980.46
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B380		FA0822102	00	0.00
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B413		FA0822102	00	1,981,418.64
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B413		FA0822102	00	0.00
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	CS302		FA0822102	00	2,050,939.97
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	CS302		FA0822102	00	0.00
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B495		FA0822102	00	2,044,097.16
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B495		FA0822102	00	0.00
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B529		FA0822102	00	1,841,363.73
329	44	08	3	2009	CORRECTIONS CORPORATION OF AMERICA	B529		FA0822102	00	0.00
329	44	08	9	2009	CORRECTIONS CORPORATION OF AMERICA	B086		FA0822102	00	2,043,530.30
329	44	08	9	2009	CORRECTIONS CORPORATION OF AMERICA	B086		FA0822102	00	0.00
329	44	08	Total							16,042,745.35
329	44	Total								16,042,745.35
									Edison 6929	8,024,010.23
										24,066,755.58

New Window | Help | Customize Page | http

Contract | Create Release | Review Releases

SetID: SHARE

***Status:** Approved

Contract ID: 00000000000000000000006929

***Contract Type** SVC (FA) - type Contract

Administrator: lorrm0719001 Lorraine M Rea

Add a D

Header

Process Option: General Contract

Vendor: CCA OF TEN-001

Vendor ID: 0000083597 Corrections Corporation Of America

Begin Date: 07/01/2007

Expire Date: 06/30/2010

Currency: USD CRRNT

Primary Contact:

Vendor Contract Ref:

Description: 32944-004

Master Contract ID:

Tax Exempt

Edit Comments | Activity Log
Contract Activities | Document Status
Primary Contact Info | Thresholds & Notifications
Contract Agreement | Renewals/Extensions
Vendor Details
Sub Contractor

Amount Summary

Maximum Amount:	9,655,185.45 USD
Line Released:	8,024,010.23
Open Item Relsd:	0.00
Total Released Amount:	8,024,010.23
Remaining Amount:	1,631,175.22
Remaining Percent:	16.89

Order Contract Options

- [x] Allow Multicurrency PO
- [ ] Corporate Contract
- [ ] Lock Chartfields
- [ ] Allow Open Item Reference
- [ ] Adjust Vendor Pricing First
- [ ] Price Can Be Changed on Order
- [ ] Must Use Contract Rate Date

Rate Date: 04/30/2009

PO Defaults PO Open Item Pricing

Voucher Contract Options

Invoice Number:

AP Business Unit:

Accounting Template:

Payment Terms ID:

Basis Dt Type:

Gross Amount:	0.00 USD
Freight Amount:	0.00
Sales Tax Amount:	0.00
VAT Amount:	0.00
Misc Charge Amount:	0.00

Miscellaneous Charges Retention

Add Items From

Catalog Item Search

Lines

Customize | Find | View All |

Details | Order By Amount | Item Information | Default Schedule | Release Amounts | Release Quantities

Line	Type	Type ID	Description	UOM	Category	Merchandise Amt
1	Item		070107 - management of SCCF	EA	952-20	1.00

New Window | Help | Customize Page | http

Contract Doc Status

SetID: SHARE **Contract:** 00000000000000000000006929 **Status:** Approved

Document Date: 07/01/2007 **Document Type:** Contract

Currency: USD **Released Amount:** 8,024,010.23 **Short Vendor Name:** CCA OF TEN-001

Buyer: Lorraine M Rea

Associated Document

Customize | Find | View All | First 1-6 of 16 Last

Documents | Related Info

SetID	Business Unit	DOC ID	Document Type	Status	Document Date	Vendor ID	Location
SHARE		0000037246	Payment	Posted	05/08/2009	0000083597	MAIN
SHARE		0000043023	Payment	Posted	05/20/2009	0000083597	MAIN
SHARE		0000059064	Payment	Posted	06/23/2009	0000083597	MAIN
SHARE		0000069522	Payment	Posted	07/10/2009	0000083597	MAIN
	32901	0000000404	PO	Dispatched	05/01/2009	0000083597	MAIN
	32901	0000000678	PO	Dispatched	05/13/2009	0000083597	MAIN

Return to Search

37246 2,042,518.05
43023 1,969,717.03
59064 2,044,745.00
69522 1,967,030.15

8,624,010.23

Dept Correction A 19

Fiscal Year	Beg Period	End Period	Business Unit	Fund	Dept	Account	Descr	Total Amt
2009	9	991	32901	11000	3294400100	68080000	Current Services	-3,524.51
2009	9	991	32901	11000	3294400100	70100001	Rgr Hours Worked	20,526.87
2009	9	991	32901	11000	3294400100	70105001	Annual Leave	1,676.81
2009	9	991	32901	11000	3294400100	70106001	Sick Leave	1,110.19
2009	9	991	32901	11000	3294400100	70107001	Holiday Special With Pay	740.13
2009	9	991	32901	11000	3294400100	70200000	Retirement	3,131.82
2009	9	991	32901	11000	3294400100	70201000	FICA	1,425.68
2009	9	991	32901	11000	3294400100	70202001	Group Life Insurance	29.52
2009	9	991	32901	11000	3294400100	70202002	Health Insurance	4,260.09
2009	9	991	32901	11000	3294400100	70204000	Medicare FICA	333.43
2009	9	991	32901	11000	3294400100	70206000	401K Match	300.00
2009	9	991	32901	11000	3294400100	70803000	Gen Business Consulting Srvcs	8,024,010.23
2009	9	991	32901	11000	3294400100	70804000	Medical Services	244,023.02
2009	9	991	32901	11000	3294400100	70899000	Other	3,312.00
2009	9	991	32901	11000	3294400100	72500000	Data processing Services	73,825.62
2009	9	991	32901	11000	3294400100	72503000	Telephone Billing	17,584.38
2009	9	991	32901	11000	3294400100	72504000	Payroll Billing	51.20
2009	9	991	32901	11000	3294400100	72507000	Records Management Billing	1,660.52
2009	9	991	32901	11000	3294400100	72527000	State-Owned Vehicle Mileage	635.94

24,066,800
24,070,100 BR
3,300 difference

this was included in FY11 Budget Request Actuals

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED
Commissioner of Finance & Administration

1) RFS #	32944-00408
2) Procuring Agency :	TENNESSEE DEPARTMENT OF CORRECTION
EXISTING CONTRACT INFORMATON	
3) Service Caption :	MANAGEMENT OF SOUTH CENTRAL CORRECTIONAL CENTER
4) Contractor :	CORRECTIONS CORPORATION OF AMERICA
5) Contract #	FA-08-22102-00
6) Contract Start Date :	JULY 1, 2007
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	JUNE 30, 2010
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	$ 74,687,000.00
PROPOSED AMENDMENT INFORMATON	
9) Amendment #	1
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	DATE OF FINAL APPROVAL
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2012
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	$ 126,273,400.00

13) Approval Criteria : (select one)	☒ **use of Non-Competitive Negotiation is in the best interest of the state**
	☐ **only one uniquely qualified service provider able to provide the service**

14) Description of the Proposed Amendment Effects & Any Additional Service :

This amendment brings consistency to the time allotted to filling vacancies under the contract by eliminating the two tier standard and assigning a single standard.

15) Explanation of Need for the Proposed Amendment :

The management of vacancies is best facilitated by having a single requirement for filling vacancies. Forty-five (45) days is the realistic standard of performance.

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Corrections Corporation of America, 10 Burton Hills Boulevard, Nashville, Tennessee 37215

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Due to the nature of the amendment, there is not alternative.

21) Justification for the Proposed Non-Competitive Amendment :

Contractor wishes to have a standard for filling vacancies that is consistent throughout the institution and is realistic in its application. TDOC agrees that 45-days is the realistic standard of performance.

AGENCY HEAD SIGNATURE & DATE :
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

George M. Little 12/4/09

SIGNATURE & DATE

NON-COMPETITIVE AMENDMENT REQUEST

Explanation for Item #10:

The proposed amendment will be effective upon final approval, which will not occur until after the Fiscal Review Committee has reviewed it.

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
32944-00408	6929	FA-08-22102-00	1

Contractor
Corrections Corporation of America

Contractor Federal Employer Identification or Social Security #
☐ C- or ☒ V- 621806755-01

Amendment Purpose/ Effects
Management of South Central Correctional Center

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA #(s)
07/01/2007	06/30/2010	☐ Subrecipient ☒ Vendor	N/A

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008	$24,391,500.00				$24,391,500.00
2009	$24,869,500.00				$24,869,500.00
2010	$25,426,000.00				$25,426,000.00
TOTAL:	$74,687,000.00				**$74,687,000.00**

American Recovery and Reinvestment Act (ARRA) Funding – ☐ **YES** ☒ **NO**

— COMPLETE FOR AMENDMENTS —

END DATE AMENDED? ☐ YES ☒ NO

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
TOTAL:		

Agency Contact & Telephone #
Debbie Inglis 615.253.8147

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
Joey Gallaher 615.253.8096

Speed Code

Account Code
70803000

— OCR USE —

Procurement Process Summary (non-competitive, FA- or ED-type only)
RFP

AMENDMENT ONE
TO FA-08-22102-00

This Contract Amendment is made and entered 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." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.5.d. Personnel. is deleted in its entirety and replaced with the following:

   A.5.d. 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, 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 C.11. The Contractor staff turnover ratio for security personnel shall not exceed fifty percent (50%) annually as of each June 30.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CORRECTIONS CORPORATION OF AMERICA:

John D. Ferguson, President and Chief Executive Officer **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:

George M. Little, Commissioner **DATE**

APPROVED:

M. D. Goetz, Jr., COMMISSIONER **DEPARTMENT OF FINANCE AND ADMINISTRATION**	**DATE**

ATTORNEY GENERAL AND REPORTER:

Robert E. Cooper, Jr., Attorney General and Reporter	**DATE**

Justin P. Wilson, COMPTROLLER OF THE TREASURY	**DATE**

CONTRACT SUMMARY SHEET

021406

RFS #	Contract #
329.44-004	FA-08-22102-00
State Agency	**State Agency Division**
Department of Correction	Operations
Contractor Name	**Contractor ID # (FEIN or SSN)**
Corrections Corporation of America	[ ] C- or [x] V- 621806755 -01

Service Description

Management of South Central Correctional Center

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
7/1/2007	6/30/2010	Vendor	n/a

Mark Each TRUE Statement

[x] Contractor is on STARS [x] Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
329.44	97	083	11		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008	$ 24,391,500.00				$ 24,391,500.00
2009	$ 24,869,500.00				$ 24,869,500.00
2010	$ 25,426,000.00				$ 25,426,000.00
					$ -
					$ -
					$ -
TOTAL:	$ 74,687,000.00	$ -	$ -	$ -	$ 74,687,000.00

CON RELEASED JUL 0 3 2007 TO ACCOUNTS

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
TOTAL:	$	$ -
End Date		

State Agency Fiscal Contact & Telephone #

Garland Johnson 741-1000 Extension 8096

State Agency Budget Officer Approval

G Johnson

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)

[ ] African American [ ] Person w/ Disability [ ] Hispanic [ ] Small Business [x] NOT disadvantaged
[ ] Asian [ ] Female [ ] Native American [ ] OTHER minority/disadvantaged—

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

[x] RFP [ ] Competitive Negotiation [ ] Alternative Competitive Method
[ ] Non-Competitive Negotiation [ ] Negotiation w/ Government(eg,ID,GG,GU) [ ] Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

N/A since this contract was awarded through an RFP.

RECEIVED 2007 AUG 29 PM 2:2 DEPARTMENT OF FINANCE & ADMIN. FISCAL/BUDGET

CONTRACT
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 for the management and operation of a prison, known as South Central Correctional Center, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

10 Burton Hills Boulevard, Nashville, Tennessee 37215.

The Contractor's place of incorporation or organization is Maryland.

A. SCOPE OF SERVICES:

A.1. DEFINITIONS

A.1.a. ACA - means the American Correctional Association.

A.1.b. ACA Standards - means the Standards for Adults Correctional Institutions (Fourth Edition, July 2003, as the same may be modified, amended, or supplemented now or in the future) published by ACA.

A.1.c. Commissioner - means the Commissioner of the Tennessee Department of Correction.

A.1.d. Contract - means this Document, together with all written attachments, appendices, 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.

A.1.e. Contract Liaison - means a person or persons 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, or otherwise provided by the Commissioner, in writing.

A.1.f. 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.

A.1.g. Department - means the Tennessee Department of Correction (TDOC).

A.1.h. Document - means this document with attached appendices, excluding the RFP and Proposal.

A.1.i. Effective Date of Contract - means the date the Contract is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

A.1.j. Facility - means the correctional institution in Wayne County, Tennessee, including adjacent real property described in Section A.2, for the incarceration of male felony offenders sentenced to the care, custody and control of the Department, known as the South Central Correctional Center.

A.1.k. Indigent Inmates - means Inmates who are deemed indigent as defined by Department Policy 208.05, as said policy may be amended.

A.1.l. 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.

A.1.m. Inmate - means any male felony offender sentenced to the Department and assigned to the Facility by the Department.

A.1.n. 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.

A.1.o. 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.

A.1.p. Per Diem Rate - means cost per Inmate, per Inmate Day.

A.1.q. 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.

A.1.r. 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.

A.1.s. 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.

A.1.t. RFP - means the Request for Proposals issued by the Department and identified as RFP-329.44-004, together with the following amendments: Amendment #1.

A.1.u. Service Commencement Date - means July 1, 2007.

A.1.v. Standards - means the standards to which Contractor's performance under this Contract must conform pursuant to Section A.4.a of the Contract.

A.1.w. State - means the State of Tennessee, including but not limited to the Department.

A.1.x. 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.

A.1.y. TRICOR - means the Tennessee Rehabilitation Initiative in Corrections.

A.2. FACILITY AND PROPERTY

A.2.a. Lease and Possession of Facility.

A.2.a.1) 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:

A.2.a.1)(a) to enter and inspect; and/or

A.2.a.1)(b) to construct additional buildings or expand the capacity of existing buildings.

A.2.a.2) 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 A.2.i.

A.2.a.3) The Contractor shall maintain the Facility in accordance with all applicable fire, building, life safety, and handicapped accessibility codes.

A.2.a.4) The Contractor shall comply with any seller's or manufacturer's recommendations regarding maintenance of the Facility which are provided to the Contractor.

A.2.a.5) The Contractor shall implement the system for vermin and pest control, trash and garbage disposal, and hazardous waste management described in the Proposal.

A.2.a.6) 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 State.

A.2.b. No Warranty. The State leases the Facility to Contractor as is and with all faults and makes no express or implied warranties regarding the Facility, including but not limited to warranties regarding fitness for a particular purpose and hereby disclaims any and all express or implied warranties

A.2.c. State Property.

A.2.c.1) The State shall furnish the Facility with the property, including telephone and related wiring, listed in Appendix B on or before Service Commencement Date.

A.2.c.2) 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 (See Liaison referenced in Section A.3.c.).

A.2.c.3) The State shall be responsible for the installation of the property described in A.2.c.1).

A.2.c.4) Effective on the Service Commencement Date, the State hereby leases to the Contractor said property described on Appendix B.

A.2.c.5) 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.

A.2.d. Additional Property.

A.2.d.1) 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.

A.2.d.2) Without a Contract amendment and by written agreement of the parties, the parties may agree to revise the State equipment list on Appendix B provided that any such revision of the State equipment list shall comply with all applicable State regulations pertaining to the disposition of State property. Said agreement must be in writing signed by the Commissioner and the Contractor.

A.2.e. 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. Refer to Appendix D for insurance requirements.

A.2.f. Ownership of property at termination.

A.2.f.1) 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.

A.2.f.2) 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.

A.2.f.3) 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.

A.2.g. 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 A.2.c and affecting the Facility.

A.2.h. Maintenance.

A.2.h.1) 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 A.2.i.

A.2.h.2) The Contractor shall implement the plan, including the preventive maintenance program, contained in its Proposal to maintain the Facility and all property contained therein.

A.2.h.3) Contractor shall comply with TDOC Policy 108.01 as it may be amended during the term of the Contract.

A.2.h.4) 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 A.2.c.

A.2.i. 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.2.i.1) where repairs or replacements are covered by a warranty made by a third party to the State, provided, however;

A.2.i.1)(a) if Contractor has caused or contributed to the invalidity of any warranty or failed to comply with Section A.2.j, the Contractor shall bear the full expense to effect any repair or replacement; and

A.2.i.1)(b) for purposes of this Section, the decision regarding whether and to what extent the Contractor has invalidated a warranty, whether the Contractor has failed to comply with Section A.2.j or whether a defect is included in a warranty shall be within the sole judgment of the State;

A.2.i.2) 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,

A.2.i.2)(a) decisions regarding whether and to what extent the entire system or a major component thereof should be replaced shall be within the sole judgment of the State; and

A.2.i.2)(b) The Contractor shall be responsible for all costs if in the sole judgment of the State the replacement is necessary due to any of the following causes:

(i) Contractor's negligence,

(ii) Contractor's failure to adequately maintain the systems, or portions thereof, or

(iii) Contractor's failure to comply with the provisions of the Contract; and

A.2.i.3) 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.

A.2.j. Warranties.

A.2.j.1) 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.

A.2.j.2) With respect to said warranties, Contractor agrees as follows:

A.2.j.2)(a) to maintain the Facility and property located thereon in compliance with said warranties; and

A.2.j.2)(b) 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.

A.2.k. 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 E.4., 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.2.k.1) 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

A.2.k.2) avail itself of any or all of the remedies described in Section E.4.

A.2.l. Construction and Renovation.

A.2.l.1) 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.

A.2.l.2) 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:

A.2.l.2)(a) To cooperate with the State to the fullest extent possible;

A.2.l.2)(b) That this Contract shall remain in full force and effect; and

A.2.l.2)(c) That Contractor shall accept, even without new construction or expansion of the existing facility, an increase in the Inmate population under the terms of this Contract with additional compensation to the Contractor being described in Section C.9.

A.2.m. 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 C.11.

A.2.n. Telecommunications.

A.2.n.1) 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.

A.2.n.2) 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.

A.2.n.3) All cost incurred in connection with the telephone operations, including additions, labor, maintenance, repair, moves and changes, local and long distance service, and training will be paid directly by the Contractor.

A.2.n.4) 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.

A.2.o. Destruction of Facility.

A.2.o.1) 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.

A.2.o.2) 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 C.11.

A.2.o.3) 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.

A.3. CONTRACT MONITORING

A.3.a. Monitoring.

A.3.a.1) 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.

A.3.a.2) The State 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.

A.3.a.3) 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 A.3.a, will be defined in the policies and procedures of the Tennessee Department of Correction.

A.3.b. Comparative Evaluation.

A.3.b.1) 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 similar services provided by the State at its comparable facilities.

A.3.b.2) In accordance with TCA 41-24-105, after the first two years of operation, but before extending the initial contract, the performance and operating costs of the Contractor will be compared to the performance and operating costs of the State using the Performance and Cost Evaluation Form which is included as Appendix G to the Contract.

A.3.b.3) The Contract may be renewed only if the Contractor is providing essentially the same quality of services as the State at a cost of five percent (5%) lower than the State as evaluated by the Fiscal Review Committee (see A.3.b.4), or if the Contractor is providing services superior in

quality to those provided by the State at essentially the same cost as the State (see A.3.b.4). Refer to Appendix G for additional details.

A.3.b.4) As set out in TCA 41-24-105, the Select Oversight Committee on Corrections will compare the quality of services between the State and the Contractor, and the Fiscal Review Committee will compare the costs of operation. Each committee will prepare a report on its findings and present that report to the parties responsible for determining whether the Contract should be extended. The determination of the Fiscal Review Committee as to the comparative costs of operation shall be binding in determining whether the cost savings required in Section A.3.b.3. has been met.

A.3.b.5) The Comptroller of the Treasury shall audit the performance of the Department of Correction and the private Contractor to ensure that the State is receiving the quality and level of services as described in the Contract based upon the performance criteria, the monitoring process, and any applicable sanctions that might be incurred. The Comptroller shall report annually or as requested to the Select Oversight Committee on Corrections. The Comptroller's audit authority shall include, but not be limited to, the authority to examine issues related to staff salaries, staff turnover rates and their impact, if any, on prison security and safety.

A.3.b.6) The 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.

A.3.c. Liaison.

A.3.c.1) 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.

A.3.c.2) 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.

A.3.c.3) Unless otherwise specified by the Commissioner, in writing, the Liaison shall be the designated recipient of all information required of the Contractor. The Contractor shall be notified of the identity of any Contract Liaison, in writing, signed by the Commissioner.

A.3.c.4) The individuals(s) acting as Liaison(s) may be changed during the term of the Contract, at the discretion of the Commissioner.

A.3.c.5) 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.

A.3.c.6) 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).

A.3.d. Multiple Liaisons.

A.3.d.1) 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.

A.3.d.2) 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 1), the Contractor shall notify the Commissioner in writing. The written response of the Commissioner shall be final.

A.3.e. Office Space.

A.3.e.1) 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.

A.3.e.2) Contractor shall also provide the Liaison and staff with access to all major office equipment, at Contractor's expense.

A.3.e.3) Contractor shall not provide the Liaison(s) or Liaison staff with gifts or any form of compensation at any time.

A.3.f. Liaison Access.

A.3.f.1) The Liaison(s), shall have immediate, complete, and unrestricted access to all parts of the Facility at any and all times.

A.3.f.2) 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.

A.3.f.3) 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.

A.3.f.4) 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.

A.3.g. Meetings with Liaison. The Contractor agrees that the Warden shall meet with the Liaison to report on/discuss the operations of the Facility and to respond to any questions raised by the Liaison.

A.3.h. Requests for Information.

A.3.h.1) 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.

A.3.h.2) The Contractor shall certify that said information is accurate and if Contractor is unable to so certify then Contractor shall state the reason therefor.

A.3.h.3) Upon written request by the Liaison or Commissioner, the Contractor shall compile information in the requested form and provide documentation substantiating said information.

A.3.h.4) 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.

A.3.i. 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.

A.3.j. State Inspection. The Commissioner or his/her designee(s) shall have the same access as described in Section A.3.f, 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.

A.3.k. Immediate Compliance.

A.3.k.1) 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 or 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.

A.3.k.2) 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.

A.3.k.3) 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.

A.3.k.4) 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.

A.3.k.5) 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.

A.3.l. Incident Reports. Contractor shall implement Department Policy 103.02 regarding the reporting of incidents.

A.4. OPERATION OF FACILITY

A.4.a. 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.4.a.1) 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;

A.4.a.2) 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;

A.4.a.3) 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;

A.4.a.4) ACA standards;

A.4.a.5) the terms of this Document;

A.4.a.6) the terms of the RFP; and

A.4.a.7) the terms of the Proposal.

The standards articulated in 1) through 7) shall hereinafter collectively be referred to as "Standards."

A.4.b. 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.

A.4.c. Conflicts.

A.4.c.1) In the event of an irreconcilable conflict among the Standards, the Contractor is required to follow the Standard as determined by the Liaison.

A.4.c.2) 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.

A.4.c.3) 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.

A.4.c.4) In the event of conflicts between the RFP and this Document regarding the State's obligations, the State shall comply with this Document.

A.4.d. Policy and Procedures Manual. The Contractor, on or before June 11, 2007, shall provide the State with one (1) hard copy and one (1) electronic version (in Word if possible) of 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. The State may require the Contractor to revise these documents, including policies, procedures, post orders, job descriptions, staffing patterns, shift rosters, etc., as required.

A.4.e. Assignment and Transfer of Inmates.

A.4.e.1) 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.

A.4.e.2) 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.

A.4.e.3) The State may transfer Inmates from the Facility with said decision to transfer being within the State's sole discretion.

A.4.f. Safety and Emergency Procedures

A.4.f.1) The Contractor, on or before June 11, 2007, shall develop and submit one (1) hard copy and one (1) electronic version (in Word if possible) of the following: (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

A.4.f.2) 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, 112.05, and 112.09.

A.4.f.3) The Contractor shall develop and submit to the State one (1) hard copy and one electronic version (in Word if possible) of plans for the search and apprehension of any escaped Inmate, on or before June 11, 2007. 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.

A.4.f.4) 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.

A.4.f.5) 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.

~~A.4.f.6) All plans must be in conformance with the Standards.~~

A.4.g. Medical and Mental Health Services.

A.4.g.1) The Contractor shall provide all physical health services, mental health services and dental services as specified in this Section and in the Standards. The Contractor shall utilize the Department's health services medical records forms and mental health service forms, as said forms may be revised or supplemented during the term of this Contract.

A.4.g.2) At a minimum, these services must meet the Standards.

A.4.g.3) The Contractor shall ensure that all physical, mental, and dental health care is provided by appropriately licensed and/or qualified health care professionals.

A.4.g.4) The physical, mental, and dental health services delivery shall include but not be limited to the following:

A.4.g.4)(a) 24 hour-a-day, 7 day-a-week emergency physical and mental health care;

A.4.g.4)(b) 24 hour-a-day, 7 day-a-week on-site RN coverage;

A.4.g.4)(c) initial health screening;

A.4.g.4)(d) health appraisal examination;

A.4.g.4)(e) daily triaging of complaints;

A.4.g.4)(f) daily sick call per the Standards;

A.4.g.4)(g) infirmary operation with at least supervision by an RN twenty-four hours per day, seven days per week;

A.4.g.4)(h) use of the Department health and programmatic records;

A.4.g.4)(i) specialty care and/or mental health programs and services for, but not limited to, Inmates with chronic diseases, terminal illnesses or requiring convalescent care;

A.4.g.4)(j) psychology services (routine), psychiatry services (routine), sheltered living (ancillary), sex offender treatment (ancillary) and substance abuse services;

A.4.g.4)(k) Specialty physician care; (The State may, in its sole discretion, allow the Contractor to use the health services at the Lois M. DeBerry Special Needs Facility (DSNF), provided, however, that the Contractor shall enter into an agreement for usage and payment for said services with the State's health services contractor.)

A.4.g.4)(l) ancillary services - radiology, laboratory, etc.;

A.4.g.4)(m) dental services;

A.4.g.4)(n) pharmaceutical services and supplies;

A.4.g.4)(o) optometry services (provided on site);

A.4.g.4)(p) health education;

A.4.g.4)(q) inpatient hospitalization services;

A.4.g.4)(r) outpatient services.

A.4.g.5) The Contractor shall be responsible for all medication costs.

A.4.g.5)(a) The Contractor shall submit to the State's medical director a monthly pharmaceutical utilization report denoting, but not limited to, the following: the prescriber, inmate number, type of medication, and associated cost.

A.4.g.5)(b) The Contractor shall be responsible for securing the services of a pharmaceutical company that provides a delivery system that assures that medications are properly stored, packaged, and administered and provides for accountability of controlled substances.

A.4.g.5)(c) The pharmaceutical company of choice shall possess the capability of producing drug information forms to be distributed on site by the prescribing psychiatrist or certified nurse specialist (CNS). The drug information form shall be drug specific and include a patient signature line and date.

A.4.g.5)(d) The Contractor's formulary shall encompass an acceptable range of medications that includes both new and older generation medications, as well as generic equivalents. The Contractor shall have in place a non-formulary request process. The Contractor shall provide the State with a copy of the Contractor's formulary as requested.

A.4.g.6) The Contractor shall furnish all durable medical equipment and prosthetics including but not limited to eyeglasses, hearing aids, and dentures.

A.4.g.7) In the event it is the opinion of the Contractor's Medical Director that a prosthesis is medically indicated, then said prosthesis shall be provided by the Contractor as per TDOC policy 113.08.

A.4.g.8) The Contractor shall be responsible for security services for inpatient care during the 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. In such instances, the State shall reimburse the Contractor for the actual cost of providing such security services.

For the purpose of utilization management, the Contractor shall notify in writing the State's medical services contractor of all hospital admissions within 24 hours of the inpatient admission.

A.4.g.9) Mental Health. The Contractor shall provide routine and ancillary services as defined per Policy 113.80. Per policy services are defined as "Interventions which provide for the detection, diagnosis, treatment and referral of inmates/patients with mental health problems and the provision of a supportive environment when deemed clinically necessary." All programming curriculum shall be annually approved in written form by the institutional psychologist. The Contractor shall develop and have in place program outcome measures that shall be reviewed by the State's Director of Mental Health Services and/or her designee. The State reserves the right to modify the curriculum and recommend reasonable program delivery change if it is determined that participants are not benefiting.

A.4.g.10) Sex Offender. The Contractor shall provide a sex offender aftercare treatment program that conforms to the department's policies and procedures. The State shall, when applicable, provide specialized training for sexual offender treatment programs. The Contractor shall follow the program philosophy and design standards as presented by the State.

A.4.g.11) Substance Abuse. The Contractor shall provide substance abuse treatment services that emphasize an evidence-based program curriculum in a therapeutic community setting. All

treatment services shall adhere to TDOC policy 113.95 (Substance Abuse Service Delivery). All program curriculum must be approved by TDOC before use.

A.4.g.12) 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.

A.4.g.13) Exclusions and Limitations.

A.4.g.13)(a) If the inmate is hospitalized, the Contractor shall not be responsible for Inpatient-Hospital Costs which exceed $4,000.00 per Inmate per admission. The Department's Medical Contractor shall be responsible for utilization management of all hospital cases. Accordingly, once the Inmate has been determined medically stable, the Department's Medical Contractor shall decide if a hospital transfer is appropriate to manage the remainder of the hospital admission. In accordance with the Standards, the Contractor may request than an Inmate be either temporarily or permanently transferred to DeBerry Special Needs Facility (DSNF). Upon written approval by the DSNF Medical Director, the Inmate will be transferred to DSNF for evaluation and/or treatment. If an Inmate is housed and treated at DSNF, the Department will assume financial responsibility for expenses incurred within its facility. 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.

A.4.g.13)(b) The Contractor shall not be responsible for the cost of providing anti-retroviral medications therapeutically indicated for the treatment of Inmates with AIDS or HIV infection.

A.4.h. Food Service.

A.4.h.1) 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 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.

A.4.h.2) The Contractor shall not be required to follow the Department's master menu, but the food service area must comply with State health regulations and the Standards. 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.

A.4.h.3) The Contractor is strongly encouraged to purchase food products from Tennessee's Comprehensive Food Service Program production center. The Contractor is strongly encouraged to purchase milk and other beverage products offered by TRICOR.

A.4.i. Laundry, Inmate Clothing and Hygiene.

A.4.i.1) 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.

A.4.i.2) 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.

A.4.i.3) Contractor shall provide Indigent Inmates with soap, toothbrush, toothpaste, comb, deodorant, and all other necessary hygiene supplies.

A.4.i.4) Pursuant to *Tennessee Code Annotated* § 41-21-234(a) all Inmates shall be clothed in the TDOC uniforms (shirts, pants and jackets) manufactured by TRICOR and the Contractor shall be responsible for providing the clothing. This is to be provided for in the per diem rate which the Contractor charges TDOC.

A.4.j. Recreation.

A.4.j.1) 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.

A.4.j.2) 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 June 11, 2007, Contractor shall submit to the Department one (1) hard copy and one (1) electronic version (in Word if possible) of the written policy and procedure which shall provide the specifics of said program and shall be subject to the prior written approval of the State.

A.4.k. Transportation.

~~A.4.k.1) The Contractor will be responsible for the following Inmate transportation:~~

A.4.k.1)(a) 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.

A.4.k.1)(b) All transportation within the Local Area; and

A.4.k.1)(c) Transportation outside the Local Area, as necessary, when the Department's central transportation is unavailable or time restricts inter-institutional 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.

A.4.k.2) The Contractor shall provide security in conformance with the Standards while transporting Inmates.

A.4.k.3) 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.

A.4.l. Inmate Commissary.

A.4.l.1) 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.

A.4.l.2) The Contractor may not have items in the Commissary that are prohibited by Departmental policy.

A.4.l.3) Commissary items shall be sold at a price determined by TDOC Policy 209.01 and 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 statewide Inmate Trust Fund system for all commissary transactions.

A.4.m. 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 as per TDOC policy 507.02. The Contractor shall follow the TDOC mail policy to include all special approved package programs.

A.4.n. Religious Services. Contractor will designate adequate staff, volunteers and space within the Facility for religious services and provide religious programs and/or religious services in compliance with the Departmental Policy.

A.4.o. Inmate Grievance Procedure. Contractor will comply with Departmental policies and procedures regarding the Inmate grievance process 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.

A.4.p. Security.

A.4.p.1) Contractor shall provide 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 Contractor policies and procedures regarding security shall be provided to the State via one (1) hard copy and one (1) electronic version (in Word if possible) on or before June 11, 2007. 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.

A.4.p.2) 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.

A.4.q. 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 via one (1) hard copy and one (1) electronic version (in Word if possible) no later than June 11, 2007.

A.4.r. Access to Courts. Contractor shall provide Inmates with constitutionally required access to the courts as required by the Standards.

A.4.s. Inmate Discipline.

A.4.s.1) The Contractor shall implement Department Inmate disciplinary rules and procedures as they may be amended by the Department.

A.4.s.2) All disciplinary processes and board activities must strictly adhere to Department Policies 502.01, 502.01.1, 502.02, 502.04, and 502.05.

A.4.s.3) Contractor agrees that no Inmate will be disciplined except in accordance with this Section and the Standards.

A.4.s.4) The Contractor shall use the present or any future system established by the Department for recording disciplinary information.

A.4.t. Use of Force.

A.4.t.1) The Contractor shall comply with Departmental Policies on the use of force. Any internal policies and procedures and revisions thereto shall be in accordance with the Standards and subject to written approval by the State.

A.4.t.2) Notwithstanding any provision contained herein to the contrary, no use of force shall be allowed by Contractor except as in accordance with the Standards.

A.4.t.3) Contractor's employees shall be allowed to use force only

A.4.t.3)(a) While on the grounds of the Facility;

A.4.t.3)(b) While transporting Inmates;

A.4.t.3)(c) During periods of community hospitalization;

A.4.t.3)(d) During court proceedings;

A.4.t.3)(e) While pursuing escapees from the Facility if the Commissioner requests said pursuit; and

A.4.t.3)(f) While supervising Inmates away from the Facility and then only in accordance with the policies and procedures described in (a) and (b) above.

A.4.t.4) Contractor's employees shall be authorized to use such non-deadly force as the circumstances require only in the following situations:

A.4.t.4)(a) To prevent the commission of a felony or misdemeanor, including escape;

A.4.t.4)(b) To defend themselves or others against physical assault;

A.4.t.4)(c) To prevent serious damage to property;

A.4.t.4)(d) To enforce institutional regulations and orders; and

A.4.t.4)(e) To prevent or quell a riot or disturbance.

A.4.t.5) Contractor's employees shall be authorized and trained to use deadly force in accordance with TDOC Policy 506.08 and 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 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.

A.4.u. Sentence Reduction Credits.

A.4.u.1) Sentence credits shall be handled in accordance with TDOC Policy 505.01.

A.4.u.2) The decision on award or forfeiture of sentence credits remains solely with the Department.

A.4.v. 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.

A.4.w. Records and Reports.

A.4.w.1) 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:

A.4.w.1)(a) 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.

A.4.w.1)(b) 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;

A.4.w.1)(c) identification of all Inmates at the Facility and their actual assigned physical location within the Facility;

A.4.w.1)(d) identification of Facility staff and other authorized persons who have direct access to Inmate records; and

A.4.w.1)(e) 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.

A.4.w.2) The Contractor shall maintain permanent logs in addition to shift reports that record routine and emergency situations. Each shift shall maintain records of pertinent information regarding individual Inmates and groups of Inmates. These records shall be compiled daily and reviewed by appropriate supervisory staff.

A.4.w.3) 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.

A.4.w.4) Contractor will be required to incorporate into its operation all new systems developed to report and track Inmate record information designated by the Commissioner.

A.4.w.5) 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.

A.4.w.6) 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:

A.4.w.6)(a) Unusual Occurrence Reports

A.4.w.6)(b) Incident Reports

A.4.w.6)(c) Disciplinary Reports

A.4.w.6)(d) Medical Summaries

A.4.w.6)(e) Program Activity Summaries

A.4.w.6)(f) Inmate Grievances

A.4.w.7) Contractor shall promptly notify the Contract Liaison whenever an Inmate leaves the Facility on court order.

A.4.x. Escapes.

A.4.x.1) The Contractor shall exercise its best efforts to prevent escapes from the Facility. If the frequency of escapes or attempted escapes shall be in excess of the frequency of escapes or attempted 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 Section E.4. Said determinations shall be within the sole judgment of the Commissioner.

A.4.x.2) 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.

A.4.y. Post Orders.

A.4.y.1) Contractor shall develop and submit to the State, as soon as each is available, one (1) hard copy and one (1) electronic version (in Word if possible), but no later than June 11, 2007, Post Orders required by this Contract in compliance with the Standards.

A.4.y.2) Post Orders shall be by post and shift and shall include Post Orders for all security positions.

A.4.z. Policy Audit. The Contractor shall be inspected or audited at least annually in accordance with TDOC Policy 103.07 with respect to the implementation of at least those policies and procedures listed in Appendix C. The Contractor may, in addition and at its own expense, elect to have a policy audit conducted using personnel independent from the Contractor. The implementation will be in compliance with Tennessee Department of Correction Policies 103.07 and the Contractor will respond as required. In the event an audit reveals a Breach, as defined in Section E.4., by the Contractor, the State shall have available the remedies set out in Section E.4.

A.4.aa. Inmate Work.

A.4.aa.1) The Contractor shall establish work programs in accordance with the Standards.

A.4.aa.2) Inmate work 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.

A.4.aa.3) Any minimum restricted or higher custody Inmate working outside the secured perimeter must be under armed supervision.

A.4.aa.4) 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.

A.4.aa.5) 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 reimbursed at the Contractor's actual cost, plus expenses and cost of operation.

A.4.aa.6) Inmates shall not perform services or produce goods for use outside the Facility except upon written consent of the Commissioner.

A.4.aa.7) The Department shall provide Inmates with sentence reduction credits. 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.

A.4.bb. TRICOR.

A.4.bb.1) TRICOR currently has in place at the Facility an industry program that provides Inmate jobs. The Contractor and TRICOR may negotiate for the continuation or expansion of the TRICOR industry program at the Facility and/or other issues related to the industry program deemed appropriate by both parties. 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, 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 and management for TRICOR programs shall be provided by TRICOR.

A.4.bb.2) The Contractor is strongly encouraged to purchase consumable items used in the performance of this contract from TRICOR when costs and quality of products are similar to products otherwise purchased by the Contractor in performance of this contract.

A.4.cc. Vocational and Academic Education. Contractor shall furnish vocational and academic education as set forth in the Standards, at its expense.

A.4.dd. Classification.

A.4.dd.1) Contractor shall comply with Departmental policies regarding classification and reclassification services.

A.4.dd.2) Contractor shall be required to maintain classification information which conforms to the Department's system.

A.4.ee. 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.

A.4.ff. Sanitation and Hygiene. The Contractor shall provide for sanitation and hygiene in accordance with the Standards.

A.4.gg. Computer Software. The State shall retain proprietary rights to all State provided software utilized in connection with this Contract.

A.4.hh. Inmate Drug Testing. The Contractor will conduct drug tests in accordance with Departmental Policy 506.21 and 113.95. The Contractor will be responsible for all costs. All positive drug screens shall be confirmed through a second methodology. The selection of inmates to be tested at random will be the responsibility of TDOC (State).

A.4.ii. Resumption of Control.

A.4.ii.1) 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.

A.4.ii.2) 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.

A.4.jj. Accreditation. The Contractor shall maintain, at its expense, ACA re-accreditation of the Facility.

A.4.kk. 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.

A.4.ll. Inmate Personal Property Space. Contractor shall follow Department policy on Inmate personal property.

A.4.mm. Library. A general Inmate library will be provided and operated by Contractor in accordance with the Standards.

A.4.nn. 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.

A.4.oo. 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.

A.4.pp. 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.

A.4.qq. Rehabilitative Services. The Contractor shall provide rehabilitative services in accordance with the Standards. Such services shall include, but not be limited to counseling, pre-release and transitional services.

A.5. STAFFING/EMPLOYEES

A.5.a. 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.

A.5.b. 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.

A.5.c. 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.

A.5.d. 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 C.11. The Contractor staff turnover ratio for security personnel shall not exceed fifty percent (50%) annually as of each June 30.

A.5.e. Staffing Pattern/Security Post Assignment.

A.5.e.1) 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.

A.5.e.2) 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.

A.5.e.3) 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 C.11.

A.5.e.4) 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 fifth (5th) 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.

A.5.f. Job Descriptions.

A.5.f.1) 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.

A.5.f.2) Any revisions or modifications of the job descriptions require the prior written approval of the State.

A.5.g. 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.

A.5.h. 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.5.h.1) the number of employees hired, indicating position, the date of termination and the date the position was vacated;

A.5.h.2) the number of employees whose employment had been terminated for whatever reason whether voluntarily or involuntary, including reason for termination and position;

A.5.h.3) whether any position on the staffing pattern was vacant and for how many days.

A.5.i. Reduction in Staff.

A.5.i.1) Contractor shall immediately notify the Liaison if any positions on the staffing pattern are vacant.

A.5.i.2) If a position described in subsection 1) remains vacant in excess of the time allowed in A.5.d, then the State shall have the option of exercising the remedies available in Section E.4.

A.5.j. Background Checks.

A.5.j.1) 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, and such applicants shall be required to be certified by a qualified mental health professional as being free from any disorder as described in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association that would, in the professional judgment of the examiner, impair the subject's ability to perform any essential function of the job or would cause the applicant to pose a direct threat to safety. Employment histories must go back a minimum of five (5) years. All criminal background checks shall be completed by TDOC without charge to the Contractor.

A.5.j.2) A Security Addendum required by Title 28, Code of Federal Regulations Part 20, is appended hereto as Appendix F and incorporated by reference herein.

A.5.k. 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. Background checks (reference A.5.j.) provided by TDOC may be used for any former TDOC correctional officers with less than one year's lapse of service.

A.5.l. State Assistance.

A.5.l.1) During the term of the Contract, Contractor shall send a representative(s) to participate in periodic meetings regarding Departmental activities and shall send a representative(s) to sessions in which relevant policy modifications are being discussed or presented.

A.5.l.2) Contractor shall receive written notice of the time, place and agenda of the meetings or sessions described in subsection 1) at the same time Department employees are provided notice.

A.5.l.3) Said meetings or sessions shall be held within the State, and Contractor shall bear any and all expense associated with its representative(s) being present.

A.5.l.4) 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.

A.5.m. 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 Liaison shall be permitted to review training curricula and other training-related records and to audit training classes at any time.

A.5.n. Drug Free Work Force. Contractor shall at all times maintain a drug free work force and shall implement the plan contained in its Proposal for maintenance of a drug free work force and the employee assistance program described in its Proposal.

A.5.o. Compliance with T.C.A. § 4-6-143. The Contractor shall comply with T.C.A. § 4-6-143 including but not limited to compensation for teachers.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2007, and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional two-year period, provided that the State notifies the Contractor in writing of its intention to do so on or before March 1, 2010. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **seventy four million six hundred eighty seven thousand dollars ($74,687,000)**. The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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 Payment Rates detailed in Section C.3. 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 Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE	AMOUNT
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2007 - June 30, 2008	$39.60
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2008 - June 30, 2009	$40.49
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2009 - June 30, 2010	$41.40
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2010 - June 30, 2011*	$42.33
Incarceration Dollar Charge Per Inmate Per Day (Per Diem**) at the Facility for July 1, 2011 - June 30, 2012*	$43.29

* Rate would apply if this contract is extended by amendment.

** 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 non 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. See definition of court orders at section A.1.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. 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 Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

C.9. Expansion. 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. In no event shall negotiated marginal costs for additional Inmates exceed the rates in the Contractor's original proposal.

C.10. 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.

C.11. Compensation Adjustment for Change of Services.

C.11.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).

C.11.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 Sections E.38. and E.39.

C.11.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 before 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.

C.11.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 E.38.

C.12. Failure to Agree on Billing Dispute or for Additional or Reduced Services.

C.12.a. In the event Contractor disagrees with the State's failure to pay a disputed amount under Section C.10, disagrees with the adjustment in compensation determined by the Commissioner under Section C.11 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 review the claim and effect a cure or take reasonable steps to effect a cure, if it deems a cure appropriate.

C.12.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.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. 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 at least ninety (90) days written notice before the effective termination date. The 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 any service which has not been rendered. 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.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8 Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

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

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for 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 this 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, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
George M. Little, Commissioner
Department of Correction
6th Floor, Rachel Jackson Building
320 6th Avenue North
Nashville, Tennessee 37243-0465
TELEPHONE NUMBER: (615) 741-1000
FACSIMILE NUMBER: (615) 532-8281

The Contractor:
John D. Ferguson, President and Chief Executive Officer
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215
TELEPHONE NUMBER (615) 263-3000

FACSIMILE NUMBER (615) 263-3090

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3)business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. 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.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.

(2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. 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 as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, **Appendix E** and agree that said amounts 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. 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 any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

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. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose 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.

(3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third

party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. 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. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

(4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. 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. 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. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail 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 herein operates as a waiver of the State's Breach. 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 written notice of Breach 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.

E.5. Partial Takeover. 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. Contractor shall be given at least 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. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. 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 State. The amounts shall be withheld effective as of the date the State assumes the service. 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.

E.6. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to five million dollars ($5,000,000), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than June 18, 2007. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of five million dollars ($5,000,000), may be substituted if approved by the State prior to its submittal.

E.7. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of ***Tennessee Code Annotated***, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by ***Tennessee Code Annotated***, Section 12-7-103 (d).

E.8. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.

E.9. State Interest in Equipment—Uniform Commercial Code Security Agreement. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code— Secured Transaction, found at Title 47, Chapter 9 of the ***Tennessee Code Annotated***, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the ***Tennessee Code Annotated***, an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements , as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment;
b. Manufacturer's serial number or other identification number, when applicable;
c. Consecutive inventory equipment tag identification;
d. Acquisition date, cost, and check number;
e. Percentage of state funds applied to the purchase;
f. Location within the Contractor's operations where the equipment is used;
g. Condition of the property or disposition date if Contractor no longer has possession;
h. Depreciation method, if applicable; and
i. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time

during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased pursuant to this Contract. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services and in accordance with any applicable federal laws or regulations.

E.10. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. The Contract document and its attachments
b. All Clarifications and addenda made to the Contractor's Proposal
c. The Request for Proposal and its associated amendments
d. Technical Specifications provided to the Contractor
e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.12. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.13. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.14. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.15. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential

under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.16. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.17. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.18. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

E.19. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to ***Tennessee Code Annotated***, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.20. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.21. Indemnification Regarding Policies.

a. The indemnification of Section E.18, 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 E.18. includes, but is not limited to any claims of the Contractor's wrongdoing in implementing the Departmental policies listed in Appendix C.

c. With regard to any claim that the Departmental policies listed on Appendix C 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.

d. 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.

e. 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.

E.22. 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 C.11.

E.23. 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:

a. Workman's Compensation

b. General Liability, excluding products and completed operations

c. Products and Completed Operations Liability

d. Business Automobile Liability

e. Owned and Non-owned Aircraft Liability

f. Umbrella/Excess Liability

g. Director's and Officer's Liability

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

i. Property/Boiler and Machinery

j. Employee Dishonesty

E.24. 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.

E.25. 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.

E.26. Financial Strength. The Contractor shall, prior to signing this Contract, file with the State audited financial statements 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, the previous fiscal year end audited financial statements 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.

E.27. 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.

E.28. 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 Section.

E.29. Contractor's Representations and Warranties.

a. 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:

b. 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.

c. 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 Maryland 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.

d. 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.

e. 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.

f. 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.

g. 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 no convictions regarding criminal activity;

1. no pending charges regarding criminal activity, or

2. to their knowledge, no investigations on-going by any state, local or federal authorities regarding any possible criminal activity, except as provided in writing.

h. 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.

i. 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.

j. No Adverse Change. Since the date of Contractor's financial statements described in Section E.26. 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.

k. 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.

l. 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.

E.30. 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 as provided in Section D.1.

E.31. 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.

E.32. 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.

E.33. 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 A.4.bb 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.

E.34. 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.

E.35. Subcontracting and Assignment.

a. 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.

b. 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.

c. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

E.36. 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.

E.37. 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.

E.38. 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.

E.39. 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.

E.40. 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.

E.41. 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.

E.42. 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.

E.43. 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.

E.44. 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 Section E.4. and/or pursue any criminal sanctions allowed by law.

E.45. 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, unit 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.

E.46. 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.

E.47. 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.

E.48. Written Notices. The necessity of written notices herein shall be strictly construed.

E.49. 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.

E.50. 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.

E.51. 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.

E.52. 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 bona fide employees of Contractor (including proposed subcontractors) or bona fide 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 Section E.4., 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:

CORRECTIONS CORPORATION OF AMERICA:

John D. Ferguson, President and Chief Executive Officer — Date 6/25/07

DEPARTMENT OF CORRECTION:

George M. Little, Commissioner — Date 6/27/07

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner — Date 6/28/07

ATTORNEY GENERAL AND REPORTER:

Robert E. Cooper, Jr., Attorney General and Reporter — Date 6/28/07

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury — Date 6/29/07

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	RFS 329.44-004
CONTRACTOR LEGAL ENTITY NAME:	CORRECTIONS CORPORATION OF AMERICA
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	621806755

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE: 6/25/07

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Management and Operation of South Central Correctional Center

List of Contract Appendices

Appendix A	Description of Real Property
Appendix B	Personal Property Listing
Appendix C	Listing of TDOC Policies Applicable to the Contract
Appendix D	General Specifications for Insurance
Appendix E	Liquidated Damages Schedule
Appendix F	Security Addendum
Appendix G	Performance and Cost Evaluation Form

APPENDIX A

The leasehold includes all structures built upon and all land contained within the boundaries described on Exhibit A attached hereto.

Being property acquired by the State of Tennessee, by order of possession entered in the case of State of Tennessee v. Preston W. Carroll, et al; Circuit Court of Wayne County, Tennessee, Docket No. 2827-A-251, entered on November 9, 1989; said Order recorded in Lien Book 4, Page 696, at the Register's Office in Wayne County, Tennessee.

Specifically excluded from the leasehold are:

1. The Boot Camp parcel and buildings (97.91 acres) described in the last paragraph of Exhibit A, which property was acquired by the State of Tennessee by instrument of record in Book 93, Page 123, Register's Office in Wayne County, Tennessee.

2. Sewage lagoon property conveyed by deed of record in Book 127, Page 194, Register's Office in Wayne County, Tennessee, which property is more particularly described on Exhibit B, attached hereto.

3. Building No. 2, Industries Building.

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land in the Second Civil District, City of Clifton, Wayne County, Tennessee, being more particularly described as follows:

Being at a P.K. nail set in a gravel road commonly referred to as Carroll Road, leading from State Route 114, said P.K. nail being the southeasterly property corner of Lizzard Glade Cemetery as of record in Deed Book 48, Page 297, R.O.W.C., Tennessee; thence,

1. Leaving Lizzard Glade Cemetery, with the centerline of Carroll Road, S79°54'00"E, a distance of 458.00 feet to a P.K. nail set; thence,

2. S75°00'00"E, a distance of 100.00 feet to a P.K. nail set; thence,

3. N87°27'00"E, a distance of 309.00 feet to a P.K. nail set; thence,

4. S73°00'00"E, a distance of 69.30 feet to a P.K. nail set; thence,

5. S60°15'00"E, a distance of 135.00 feet to a P.K. nail set; thence,

6. S72°57'00"E, a distance of 200.00 feet to a P.K. nail set; thence,

7. S73°53'00"E, a distance of 200.00 feet to a P.K. nail set; thence,

8. S73°31'00"E, a distance of 115.00 feet to a P.K. nail set; thence,

9. S73°12'22"E, a distance of 199.35 feet to a P.K. nail set; said nail being the most westerly property corner of a tract of land conveyed to Billy Dicus and wife, Susie Carroll Dicus; thence,

10. Continuing with the centerline of Carroll Road, the southerly property line of Billy Dicus and wife, Susie Carroll Dicus, S73°31'25"E, a distance of 66.00 feet to a P.K. nail set; thence,

11. S78°14'03"E, a distance of 49.50 to a P.K. nail set; thence,

12. S88°35'48"E, a distance of 66.00 feet to a P.K. nail set; thence,

13. N73°56'36"E, a distance of 66.00 feet to a P.K. nail set, thence,

14. N61°25'54"E, a distance of 33.00 feet to a P.K. nail set, thence,

15. Leaving the centerline of Carroll Road, with the southeasterly property line of Billy Dicus and wife Susie Carroll Dicus, S83°54'16"E, a distance of 130.24 feet to an existing axle; thence,

16. N10°52'02"E, a distance of 139.68 feet to a P.K. nail set in the centerline of Carroll Road; thence,

17. Continuing with said centerline, the southeasterly property line of Billy Dicus and wife, Susie Carroll Dicus, N49°19'18"E, a distance of 88.44 feet to a P.K. nail set; thence,

18. N47°27'15"E, a distance of 165.00 feet to a P.K. nail set; thence,

19. N52°05'26"E, a distance of 66.00 feet to a P.K. nail set; thence,

20. N59°54'16"E, a distance of 66.00 feet to a P.K. nail set; thence,

21. N70°45'15"E, a distance of 165.00 feet to a P.K. nail set; thence,

22. N73°55'05"E, a distance of 66.00 feet to a P.K. nail set; thence,

23. N73°22'58"E, a distance of 66.00 feet to a P.K. nail set; thence,

24. N71°34'39"E, a distance of 18.48 feet to a P.K. nail set, thence,

25. Leaving the centerline of Carroll Road, with the centerline of a gravel road S78°07'10"E, a distance of 50.19 feet to an iron pin set; said pin being the northwesterly property corner of a tract of land conveyed to Joe Treece and wife, Patricia Treece and daughter, Billy Jean as of record in Deed Book 90, Page 663, R.O.W.C., Tennessee; thence,

26. Leaving the centerline of said gravel road, with the westerly property line of the Treece property, S06°53'46"W, a distance of 622.54 feet to an iron pin set; thence,

27. Continuing with said property line of the Treece property, S84°15'49"E, a distance of 316.64 feet to an iron pin set; thence,

28. With westerly property line of the Treece property and a tract of land conveyed to H. E. Patrick by deed of record in Book 35, Page 168, R.O.W.C., Tennessee, S04°03'45"W, a distance of 964.39 feet to an iron pin set; thence,

29. With the westerly property line of H. E. Patrick, S81°33'33"E, a distance of 158.37 feet to an iron pin set; thence,

30. S06°53'46"W, a distance of 1,297.00 feet to an iron pin set; thence,

31. N83°06'14"W, a distance of 330.00 feet to an iron pin set; thence,

32. S06°53'46"W, a distance of 1,188.00 feet to an iron pin set; thence,

33. Leaving the westerly property line of H. E. Patrick, with the northerly property line of a tract of land conveyed to Willamette Industries, Inc., by deed of record in Book 62, Page 72, R.O.W.C., Tennessee, N83°06'14"W, a distance of 2,777.04 feet to an iron pin set; thence,

34. S13°06'14"E, a distance of 12.13 feet to an iron pin set; thence,

35. S06°53'46"W, a distance of 297.00 feet to an iron pin set; thence,

36. S26°53'46"W, a distance of 1,110.03 feet to an iron pin set; thence,

37. With the northerly property line of a tract of land conveyed to Willamette Industries, Inc., by deed of record in Book 62, Page 72, R.O.W.C., Tennessee, N83°06'14"W, a distance of 2,486.08 feet to an iron pin set; thence,

38. N06°53'46"E, a distance of 2,316,90 feet to an iron pin set; thence,

39. N83°06'14"W, a distance of 1,185.80 feet to an iron pin set; thence,

40. N06°53'46"E, a distance of 210.97 feet to an iron pin set; said pin being the southeasterly property corner of a tract of land conveyed to Willamette Industries, Inc., by deed of record in Book 62, Page 72, R.O.W.C., Tennessee; thence,

41. N03°06'14"W, a distance of 577.50 feet to an iron pin set; thence,

42. With the easterly property line of Willamette Industries, Inc., and a tract of land conveyed to Robert E. Howard and William S. Howard, III, by deed of record in Book 61, Page 524, R.O.W.C., Tennessee, in part, N06°53'46"E, a distance of 2,742.53 feet to an iron pin set; said pin being the southwesterly property corner of a tract of land conveyed to Preston W. Carroll and wife, Dorothy Cole Carroll by deed of record in Book 49, Page 357, R.O.W.C., Tennessee; thence,

43. With the southerly property line of said Carroll property, S83°06'14"E, a distance of 3,531.00 feet to an iron pin set; said pin being the northwesterly property corner of a tract land conveyed to Tommy Clay Alley and wife, Mary Jane Alley by deed of record in Book 112, Page 285, R.O.W.C., Tennessee; thence,

44. With the westerly property line of Alley, S06°53'46"W, a distance of 148.50 feet to an iron pin set; thence,

45. With the southerly property line of Alley, S78°06'14"E, a distance of 148.50 feet to an iron pin set; thence,

46. With the easterly property line of Alley, in part N06°53'46"E, a distance of 130.81 feet to a P.K. nail set in the centerline of Carroll Road, thence,

47. Leaving the easterly line of the Alley property with the centerline of Carroll Road S63°53'19"E, a distance of 265.49 feet to a P.K. nail set; thence,

48. S63°44'45"E, a distance of 344.77 feet to a P.K. nail set; said P.K. nail being the southwesterly property corner of the Lizzard Glade Cemetery; thence,

49. With the southerly property line of the Lizzard Glade Cemetery property, the centerline of Carroll Road S68°37'22"E, a distance of 77.70 feet to a P.K. nail set; thence,

50. S79°40'35"E, a distance of 111.38 feet to the point of beginning and containing 699.63 acres, more or less.

There is included in the above-description and acreage a tract of land that was conveyed to the State of Tennessee from the City of Clifton by deed of record in Book 93, Page 123, R.O.W.C., Tennessee, that contains 97.91 acres according to a survey for Preston Carroll by Baker & Baker Surveyors, Inc., Savannah, Tennessee, dated August 1, 1983.

EXHIBIT B

Certain real estate situated in the Second Civil District of Wayne County, Tennessee and being more particularly described as follows:

Beginnning at an iron pin (new) 25 feet northwesterly from the centerline of the Access Road to the South Central Correctional Center site, and also being 819.72 feet south of and at 90 degree angles to a point on the north line of State property and the south line of Preston W. Carroll, et. ux. (Deed Book 49 – Page 357), 608.50 feet westerly from the common corner at the intersection of Third Street and Carroll Road; this iron pin also having a North coordinate of 384,117.77 and an East Coordinate of 1,372,435.72 on the Tennessee State Plane Coordinate System, North American Datum of 1983;

Thence, running southwesterly and parallel to aforementioned Access Road along a curve to the left having a delta of 6 degrees 31 minutes 16 seconds, a radius of 1,275.00 feet, an arc length of 145.11 feet, and the chord being South 22 degrees 00 minutes 12 seconds West – 145.04 feet to an iron pin (new);

Thence, running westerly away from Access Road, N 85 degrees 11 minutes 05 seconds West – 573.70 feet to an iron pin (new);

Thence, South 66 degrees 53 minutes 30 seconds West – 113.18 feet to an iron pin (new);

Thence, South 4 degrees 48 minutes 55 seconds West – 682.00 feet to an iron pin (new);

Thence, South 85 degrees 11 minutes 05 seconds East – 50.00 feet to an iron pin (new);

Thence, South 4 degrees 48 minutes 55 seconds West – 600.00 feet to an iron pine (new);

Thence, North 85 degrees 11 minutes 05 seconds West – 550.00 feet to an iron pin (new);

Thence, North 4 degrees 48 minutes 55 seconds East – 1,700.00 feet to an iron pin (new);

Thence, South 85 degrees 11 minutes 05 seconds East – 500.00 feet to an iron pin (new);

Thence, South 4 degrees 48 minutes 55 seconds West – 100.00 feet to an iron pin (new);

Thence, South 85 degrees 11 minutes 05 seconds East – 300.00 feet to an iron pin (new);

Thence, South 68 degrees 17 minutes 58 seconds East – 435.33 feet to the Point of Beginning and containing 23.94 Acres, more or less.

Included in this conveyance is a permanent Right of Access over, upon and across the existing Access Road mentioned above, from Station 11+50 +/- northerly to Third Street as shown on the survey, attached and marked Exhibit "A".

The above description was taken from a survey by Kevin A. Edmondson, surveyor, license no. 1515, of Thomas Miller and Partners, Two Brentwood Commons, Suite 222, 750 Old Hickory Boulevard, Brentwood, Tennessee 37207-4509.

Also included in this conveyance is an easement for an effluent force main sewer line and being more particularly described as follows:

Beginning at a point 36 feet northwesterly from the centerline of the Access Road to the South Central Correctional Center Site, said point also being in the north line of State property and the south line of Preston W. Carroll, et ux (Deed Book 49, Page 357), 109.95 feet westerly from the common corner at the intersection of Third Street and Carroll Road; this point also having a North Coordinate of 384,870.97 and an East Coordinate of 1,373,030.00 on the Tennessee State Plane Coordinate System, North American Datum of 1983;

Thence running 36 feet west of and parallel to the Access Road, South 47 degrees 57 minutes 14 seconds West 169.90 feet to a point; thence along a curve to the left having a delta of 10 degrees 18 minutes -17 seconds, a radius of 1,286.00 feet, an arc length of 231.29 feet, and the cord being South 42 degrees 48 minutes –06 seconds West 230.98 feet to a point; thence South 37 degrees 38 minutes –57 seconds West 288.71 feet to a point; thence along a curve to the left having a delta of 12 degrees 24 minutes –55 seconds, a radius of 1,286.00 feet, an arc length of 278.66 and the cord being South 31 degrees 26 minutes –29 seconds West 278.12 feet to a point in the north property line of the City of Clifton; thence running with said property line, North 68 degrees 17 minutes –59 seconds West 30.06 feet to a point; thence along a curve to the right having a delta of 12 degrees 29 minutes –46 seconds, a radius of 1,316.00 feet, an arc length of 287.02 feet, and the cord being North 31 degrees 24 minutes 04 seconds East 286.45 feet to a point; thence North

37 degrees 38 minutes –57 seconds East 288.71 feet to a point; thence along a curve to the right having a delta of 10 degrees 18 minutes –17 seconds, a radius of 1,316.00 feet, an arc length of 236.68 feet, and the cord being North 42 degrees 48 minutes –05 seconds East 236.37 feet to a point; thence North 47 degrees 57 minutes –14 seconds East 143.83 feet to a point in the south property line of Preston Carroll (Deed Book 49, Page 357); thence running with said property line, South 83 degrees 02 minutes –02 seconds East 39.74 feet to the point of BEGINNING and containing 0.66 acres, more of less, for the purpose of a permanent underground utility easement.

In addition, a temporary construction easement of 50 feet divided evenly (25 feet on each side) along the above permanent underground utility easement from/to the limits of the property lines, shall exist for 450 days after the contract for the construction of the proposed lines is executed or until the City of Clifton accepts the construction.

This easement description was taken from a survey by Robert E. Taylor, surveyor, license no. 1185, of White Taylor Walker/GM, 233 Wilson Pike Circle, P.O. Drawer 1847, Brentwood, Tennessee 37024-1847.

Tag No	Description	Make	Model	Serial Number	State Cost	Date Received	Life
C35504	PRINTER, (PC) PLOTTER	OKIDATA	520	901A1030316	336.02	08/18/99	60
C35531	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030406	336.02	08/18/99	60
C35534	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030549	336.02	08/18/99	60
C35536	PRINTER, (PC) PLOTTER	OKIDATA	520	901A1030368	336.02	08/18/99	60
C35545	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030371	336.02	08/18/99	60
C35551	PRINTER, (PC) PLOTTER	OKIDATA	395	905A6017633	849.63	08/18/99	60
C35558	PRINTER, (PC) PLOTTER	OKIDATA	395	9056017656	849.63	08/18/99	60
C35784	PRINTER, (PC)	OKIDATA	ML 590	06AL4001273	364.36	11/15/00	60
C35826	PRINTER, (PC)	OKIDATA	MICROLINE 395	00286028608	921.76	09/07/00	60
J02639	SHAMPOO & BUFFING MACHINE	SSS	17 INCH	P86892A	705.76	07/01/96	120
J02642	SHAMPOO & BUFFING MACHINE	SSS	17 INCH	P86622A	705.76	07/01/96	120
J44420	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030333	336.02	08/10/99	60
J44423	PRINTER, (PC) PLOTTER	OKIDATA	520	905A10303271	336.02	08/10/99	60
J44428	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030330	336.02	08/10/99	60
J44429	PRINTER, (PC) PLOTTER	OKIDATA	520	905A10303750	336.02	08/10/99	60
J44439	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030772	336.02	08/10/99	60
J44472	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030414	336.02	08/10/99	60
J44473	PRINTER, (PC)	OKIDATA	520	905A1030412	336.02	08/10/99	60
J44475	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030312	336.02	08/10/99	60
J44486	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030409	336.02	08/10/99	60
J44579	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030351	336.02	08/10/99	60
J44581	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030357	336.02	08/10/99	60
J44591	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030345	336.02	08/10/99	60
J44594	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030309	336.02	08/10/99	60
J44598	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030310	336.02	08/10/99	60
J44599	PRINTER, (PC) PLOTTER	OKIDATA	520	905A1030307	336.02	08/10/99	60
K23028	SCANNER OCR	FUJITSU	4340C	604747	2,659.71	07/09/04	60
K23031	SCANNER OCR	FUJITSU	4340C	605003	2,659.71	07/09/04	60
K41239	CPU:MICROCOMPUTER (PC)	COMPAQ	D510	U243KN8ZD521	875.02	11/15/02	60
K41271	CPU:MICROCOMPUTER (PC)	COMPAQ	D510	U243KN8ZD654	875.02	11/15/02	60
K41275	CPU:MICROCOMPUTER (PC)	COMPAQ	D510	U243KN8ZD625	875.02	11/15/02	60
K59460	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FMG	710.00	01/12/04	60
K59461	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FPT	710.00	01/12/04	60
K59462	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FMB	710.00	01/12/04	60
K59469	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FQG	710.00	01/12/04	60
K59487	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FNH	710.00	01/12/04	60
K59499	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FP8	710.00	01/12/04	60
K59540	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FRB	710.00	01/12/04	60
K59541	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FPP	710.00	01/12/04	60
K59549	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FRV	710.00	01/12/04	60
K59591	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FPZ	710.00	01/12/04	60

K59592	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FN3	710.00	01/12/04	60
K59593	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FSL	710.00	01/12/04	60
K59594	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FLF	710.00	01/12/04	60
K59595	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FP1	710.00	01/12/04	60
K59596	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FR7	710.00	01/12/04	60
K59597	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FL2	710.00	01/12/04	60
K59598	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FMW	710.00	01/12/04	60
K59601	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FQ4	710.00	01/12/04	60
K59603	CPU:MICROCOMPUTER (PC)	COMPAQ/HP	DM530	USV4020FSQ	710.00	01/12/04	60
K59814	CPU:MICROCOMPUTER (PC)	DELL	OP	HX3S451	659.00	07/29/04	60
K59822	CPU:MICROCOMPUTER (PC)	DELL	OP	HKM9451	659.00	07/29/04	60
K59833	CPU:MICROCOMPUTER (PC)	DELL	OP	DKM9451	659.00	07/29/04	60
K59834	CPU:MICROCOMPUTER (PC)	DELL	OP	BX3S451	659.00	07/29/04	60
K59835	CPU:MICROCOMPUTER (PC)	DELL	OP	BW4X351	659.00	07/29/04	60
K59836	CPU:MICROCOMPUTER (PC)	DELL	OP	2N6X351	659.00	07/29/04	60
K59837	CPU:MICROCOMPUTER (PC)	DELL	OP	5T4X351	659.00	07/29/04	60
K59838	CPU:MICROCOMPUTER (PC)	DELL	OP	6M6X351	659.00	07/29/04	60
K59839	CPU:MICROCOMPUTER (PC)	DELL	OPTI	BX4X351	659.00	07/29/04	60
K59840	CPU:MICROCOMPUTER (PC)	DELL	OP	DL6X351	659.00	07/29/04	60
K59841	CPU:MICROCOMPUTER (PC)	DELL	OP	FY4X351	659.00	07/29/04	60
K59844	CPU:MICROCOMPUTER (PC)	DELL	OP	3D5X351	659.00	07/29/04	60
K59845	CPU:MICROCOMPUTER (PC)	DELL	OP	FL6X351	659.00	07/29/04	60
K59848	CPU:MICROCOMPUTER (PC)	DELL	OP	HK6X351	659.00	07/29/04	60
K59849	CPU:MICROCOMPUTER (PC)	DELL	OP	GJ6X351	659.00	07/29/04	60
K59850	CPU:MICROCOMPUTER (PC)	DELL	OP	GL6X351	659.00	07/29/04	60
K59854	CPU:MICROCOMPUTER (PC)	DELL	OP	GH6X351	659.00	07/29/04	60
K59855	CPU:MICROCOMPUTER (PC)	DELL	OP	3L6X351	659.00	07/29/04	60
K59856	CPU:MICROCOMPUTER (PC)	DELL	OP	CK6X351	659.00	07/29/04	60
K59857	CPU:MICROCOMPUTER (PC)	DELL	OP	6K6X351	659.00	07/29/04	60
K59858	CPU:MICROCOMPUTER (PC)	DELL	OP	JH6X351	659.00	07/29/04	60
K59859	CPU:MICROCOMPUTER (PC)	DELL	OP	JK6X351	659.00	07/29/04	60
K59860	CPU:MICROCOMPUTER (PC)	DELL	OPTI	354X351	659.00	07/29/04	60
K59861	CPU:MICROCOMPUTER (PC)	DELL	OPTI	51XG351	659.00	07/29/04	60
K59863	CPU:MICROCOMPUTER (PC)	DELL	OPTI	7R4X351	659.00	07/29/04	60
K59865	CPU:MICROCOMPUTER (PC)	DELL	JZFX351	JZFX351	659.00	07/29/04	60
K59866	CPU:MICROCOMPUTER (PC)	DELL	OPTI	3X4X351	659.00	07/29/04	60
K59868	CPU:MICROCOMPUTER (PC)	DELL	DZFX351	DZFX351	659.00	07/29/04	60
K59869	CPU:MICROCOMPUTER (PC)	DELL	OPTI	D1GX351	659.00	07/29/04	60
K59870	CPU:MICROCOMPUTER (PC)	DELL	OPTI	80GX351	659.00	07/29/04	60
K59871	CPU:MICROCOMPUTER (PC)	DELL	OPTI	D3GX351	659.00	07/29/04	60
K59872	CPU:MICROCOMPUTER (PC)	DELL	24GX351	52GX351	659.00	07/29/04	60
K59873	CPU:MICROCOMPUTER (PC)	DELL	OPTI	24GX351	659.00	07/29/04	60
K59874	CPU:MICROCOMPUTER (PC)	DELL	OPTI	7ZFX351	659.00	07/29/04	60
K59875	CPU:MICROCOMPUTER (PC)	DELL	OPTI	G2GX351	659.00	07/29/04	60
K59876	CPU:MICROCOMPUTER (PC)	DELL	OPTI	44GX351	659.00	07/29/04	60
K59881	CPU:MICROCOMPUTER (PC)	DELL	OPTI	81GX351	659.00	07/29/04	60
K59952	CPU:MICROCOMPUTER (PC)	DELL	OPTI	7W4X351	659.00	07/29/04	60
K59989	PRINTER, (PC)	LEXMARK	T630	99227MV	750.29	11/16/04	60
K72187	SOFTWARE:MICROCOMPUTER	TANDBERG	770	1135121	8,033.90	02/08/05	60
K72278	VIDEO MONITOR	SONY	36"	KV-36FS120	1,065.18	02/09/05	60
K85256	PRINTER, (PC)	LEXMARK	T630	99227T8	750.29	11/16/04	60

K85602	TRANSCIEVER, FACSIMILE	BROTHER 8500	NEW MODEL, MFC-	L2C8220	358.44	02/16/05	60
K85970	PRINTER, (PC)	LEXMARK	T640N	S7903D2W	595.87	01/18/06	60
K85971	PRINTER, (PC)	LEXMARK	T640N	S7902B2W	595.87	01/18/06	60
K85980	PRINTER, (PC)	LEXMARK	T640	7904F50	595.87	02/01/06	60
P05703	CPU:MICROCOMPUTER (PC)	COMPAQ	DESKPRO PENTIUM	6846BXH8A692	1,143.57	01/07/99	60
P05705	PRINTER, (PC) PLOTTER	OPTRA LASER	S 1255	11-AYT74	1,225.09	01/26/99	60
P33011	DESK & TABLE, WOOD	TRICOR	CONFERENCE TABL	NONE	714.75	03/20/92	180
P33012	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	802.05	03/20/92	180
P33014	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	03/20/92	180
P33015	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	03/20/92	180
P33016	DESK & TABLE, WOOD	TRICOR	8 FT-TABLE	NONE (CONF.)	714.75	03/20/92	180
P33017	TABLES, CONFERENCE	TRICOR	8 FT-WOOD	NONE	714.75	03/20/92	180
P33018	TABLES, CONFERENCE	TRICOR	8 FT-WOOD	NO S/N	1,316.35	03/20/92	180
P33019	TABLES, CONFERENCE	TRICOR	12 FT-TABLE	NONE	1,194.32	03/20/92	180
P33020	DESK & TABLE, WOOD	TRICOR	DESK, GOVERNORS	NONE	1,132.00	03/20/92	180
P33021	DESK & TABLE, WOOD	TRICOR	DESK,SENIOR EX.	NONE	530.55	03/20/92	180
P33022	DESK & TABLE, WOOD	TRICOR	DESK, SENIOR EX	NONE	530.55	03/20/92	180
P33023	DESK & TABLE, WOOD	TRICOR	DESK, SECRETARI	LEFT WELL	579.95	03/20/92	180
P33024	DESK & TABLE, WOOD	TRICOR	DESK,SECRETARIA	LEFT WELL	579.95	03/20/92	180
P33025	DESK & TABLE, WOOD	TRICOR	DESK,SECRETARI	LEFT WELL	579.95	03/20/92	180
P33026	DESK & TABLE, WOOD	TRICOR	DESK,SECTRAIAL	LEFT WELL	579.95	03/20/92	180
P33027	DESK & TABLE, WOOD	TRICOR	DESK, SECTRATAR	LEFT WELL	579.95	03/20/92	180
P33028	DESK & TABLE, WOOD	TRICOR	DESK,SECTRARIAL	LEFT WELL	579.95	03/20/92	180
P33029	DESK & TABLE, WOOD	TRICOR	DESK,SECTRAIAL	LEFT WELL	579.95	03/20/92	180
P33030	DESK & TABLE, WOOD	TRICOR	DESK,SECTRAIAL	LEFT WELL	579.95	03/20/92	180
P33031	TABLES, CONFERENCE	TRICOR	8 FT-WOOD	NONE	714.75	03/20/92	180
P33035	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	03/20/92	180
P33036	METAL FINDERS & DETECTOR	SENTRIE	WALK THRU	21907	3,926.50	02/29/92	120
P33037	METAL FINDERS & DETECTOR	SENTRIE	WALK THRU	21908	3,926.50	02/29/92	120
P33038	METAL FINDERS & DETECTOR	SENTRIE	WALK THRU	21906	3,926.50	02/29/92	120
P33040	METAL FINDERS & DETECTOR	SENTRIE	WALK THRU	21909	3,926.50	02/29/92	120
P33041	METAL FINDERS & DETECTOR	SENTRIE	WALK THRU	21910	3,926.5	02/29/92	120

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P33043	DESK & TABLE, WOOD	TRICOR	DESK,SENI OR EX.	NONE	530.55	04/28/92	180
P33044	DESK & TABLE, WOOD	TRICOR	TYPIST-WOOD	NONE	579.95	04/28/92	180
P33045	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	04/28/92	180
P33046	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU710 0CN	751ASL0767	746.76	07/10/92	60
P33047	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU710 0CN	751ASL0806	746.76	07/10/92	60
P33048	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU710 0CN	751ASL0810	746.76	07/10/92	60
P33049	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU710 0CN	751ASL0802	746.76	07/10/92	60
P33051	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU710 0CN	751ASL0777	746.76	07/10/92	60
P33053	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0764	746.76	07/10/92	60
P33055	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0812	746.76	07/10/92	60
P33056	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0768	746.76	07/10/92	60
P33057	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0808	746.76	07/10/92	60
P33058	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0772	746.76	07/10/92	60
P33059	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0779	746.76	07/10/92	60
P33060	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0769	746.76	07/10/92	60
P33061	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0807	746.76	07/10/92	60
P33062	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0774	746.76	07/10/92	60
P33063	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0775	746.76	07/10/92	60
P33064	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0784	746.76	07/10/92	60
P33065	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0799	746.76	07/10/92	60
P33066	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU700 CN	751ASL0785	746.76	07/10/92	60
P33067	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU710 0CN	751ASL0800	746.76	07/10/92	60
P33068	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0781	746.76	07/10/92	60
P33069	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0786	746.76	07/10/92	60
P33070	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0789	746.76	07/10/92	60
P33071	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU710 0CN	751ASL0782	746.76	07/10/92	60
P33072	RADIO, 2-WAY PORT & CHARG	MOTOROLA	H43GCU710 0CN	751ASL0771	746.76	07/10/92	60
P33073	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0783	746.76	07/10/92	60
P33074	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0778	746.76	07/10/92	60
P33075	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0780	746.76	07/10/92	60
P33076	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0770	746.76	07/10/92	60
P33077	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ATG1006	746.76	07/10/92	60
P33078	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0796	746.76	07/10/92	60
P33079	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0797	746.76	07/10/92	60
P33080	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0766	746.76	07/10/92	60
P33081	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0749	746.76	07/10/92	60
P33082	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0745	746.76	07/10/92	60
P33083	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0748	746.76	07/10/92	60
P33084	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0759	746.76	07/10/92	60
P33085	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0746	746.76	07/10/92	60
P33086	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0776	746.76	07/10/92	60
P33087	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0743	746.76	07/10/92	60

P33088	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0753	746.76	07/10/92	60
P33089	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0747	746.76	07/10/92	60
P33090	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0758	746.76	07/10/92	60
P33091	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0757	746.76	07/10/92	60
P33092	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0805	746.76	07/10/92	60
P33093	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0756	746.76	07/10/92	60
P33094	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0755	746.76	07/10/92	60
P33095	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0742	746.76	07/10/92	60
P33096	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0750	746.76	07/10/92	60
P33097	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0754	746.76	07/10/92	60
P33098	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0760	746.76	07/10/92	60
P33099	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0744	746.76	07/10/92	60
P33100	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0741	746.76	07/10/92	60
P33101	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0804	746.76	07/10/92	60
P33102	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0811	746.76	07/10/92	60
P33103	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0788	746.76	07/10/92	60
P33104	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0791	746.76	07/10/92	60
P33105	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0790	746.76	07/10/92	60
P33106	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0794	746.76	07/10/92	60
P33107	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0752	746.76	07/10/92	60
P33108	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0751	746.76	07/10/92	60
P33109	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0795	746.76	07/10/92	60
P33110	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0792	746.76	07/10/92	60
P33111	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0809	746.76	07/10/92	60
P33112	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0789	746.76	07/10/92	60
P33113	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0793	746.76	07/10/92	60
P33114	RADIO, 2-WAY PORT & CHARG	MOROROLA	MT 1000	751ASL0787	746.76	07/10/92	60
P33115	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0798	746.76	07/10/92	60
P33116	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0862	746.76	07/10/92	60
P33117	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0858	746.76	07/10/92	60
P33118	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0824	746.76	07/10/92	60
P33119	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0861	746.76	07/10/92	60
P33120	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0821	746.76	07/10/92	60
P33121	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0859	746.76	07/10/92	60
P33122	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0825	746.76	07/10/92	60
P33123	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0829	746.76	07/10/92	60
P33124	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0841	746.76	07/10/92	60
P33125	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0860	746.76	07/10/92	60
P33126	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0816	746.76	07/10/92	60
P33127	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0838	746.76	07/10/92	60
P33128	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0826	746.76	07/10/92	60
P33130	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0852	746.76	07/10/92	60
P33131	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0827	746.76	07/10/92	60
P33132	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0830	746.76	07/10/92	60
P33133	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0837	746.76	07/10/92	60
P33134	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0842	746.76	07/10/92	60
P33135	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0844	746.76	07/10/92	60
P33136	RADIO, 2-WAY PORT & CHARG	MOTOTROLA	MT 1000	751ASL0822	746.76	07/10/92	60
P33137	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0836	746.76	07/10/92	60
P33138	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0813	746.76	07/10/92	60
P33139	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0848	746.76	07/10/92	60
P33141	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0845	746.76	07/10/92	60

P33142	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0851	746.76	07/10/92	60
P33143	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0818	746.76	07/10/92	60
P33144	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0817	746.76	07/10/92	60
P33145	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0855	746.76	07/10/92	60
P33146	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0834	746.76	07/10/92	60
P33147	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0835	746.76	07/10/92	60
P33148	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0833	746.76	07/10/92	60
P33149	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL086	746.76	07/10/92	60
P33150	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0815	746.76	07/10/92	60
P33151	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0819	746.76	07/10/92	60
P33152	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0814	746.76	07/10/92	60
P33153	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0857	746.76	07/10/92	60
P33154	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0854	746.76	07/10/92	60
P33155	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0839	746.76	07/10/92	60
P33156	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0828	746.76	07/10/92	60
P33157	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0831	746.76	07/10/92	60
P33158	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0850	746.76	07/10/92	60
P33159	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0832	746.76	07/10/92	60
P33160	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0853	746.76	07/10/92	60
P33162	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0840	746.76	07/10/92	60
P33163	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0843	746.76	07/10/92	60
P33164	RADIO, 2-WAY PORT & CHARG	MOTOROLA	MT 1000	751ASL0846	746.76	07/10/92	60
P33166	X-RAY MACHINE, DIAGNOSTIC	LINESCAN-SYST	EGG ASTROPHY SI	MAIL/PACKAGE-RM	22,150.00	06/20/92	96
P33167	DESK & TABLE, WOOD	TRICOR	DESK, SECRETARY	NO S/N	579.95	04/06/92	180
P33168	DESK & TABLE, WOOD	TRICOR	DESK,SECRETARIA	LEFT WELL	579.95	04/06/92	180
P33169	DESK & TABLE, WOOD	TRICOR	DESK,SECRETARIA	LEFT WELL	579.95	04/06/92	180
P33172	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	04/06/92	180
P33176	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	04/06/92	180
P33177	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	04/06/92	180
P33178	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	04/06/92	180
P33180	FURNITURE, LOUNGE, IN, WO	TRICOR	SOFA	NONE	934.75	04/06/92	180
P33181	FURNITURE, LOUNGE, IN, WO	SOFA	LOUNGE	CET	934.75	04/06/92	180
P33182	DESK & TABLE, WOOD	DESK,TYPIST	LEFT	CET	579.95	04/06/92	180
P33183	TABLES, CONFERENCE	TABLE	8 FT-WOOD	NO S/N	714.75	02/19/92	180
P33184	DESK & TABLE, WOOD	TRICOR	TYPIST DESK	LEFT L (N-S/N)	579.95	02/19/92	180
P33185	DESK & TABLE, WOOD	DESK,TYPIST	LEFT-TRICOR	NO SERIAL	579.95	02/19/92	180
P33186	DESK & TABLE, WOOD	TRICOR	TYPIST DESK	LEFT L (N-S/N)	579.95	02/19/92	180
P33187	DESK & TABLE, WOOD	DESK, TYPIST	LETF	CET	579.95	02/19/92	180
P33188	TABLES, CONFERENCE	TRICOR	8 FT-WOOD	NO S/N	714.75	02/19/92	180
P33189	DESK & TABLE, WOOD	TRICOR	TYPIST DESK	LEFT L (N-S/N)	579.95	02/19/92	180
P33190	DESK & TABLE, WOOD	DESK,TYPIST	LEFT	CET	579.95	02/19/92	180
P33191	DESK & TABLE, WOOD	TRICOR	CONF. TABLE	8 FT OAK	714.75	02/19/92	180
P33192	DESK & TABLE, WOOD	TRICOR	CONF. TABLE	8 FT OAK(N-S/N)	714.75	02/19/92	180

P33195	X-RAY MACHINE, DIAGNOSTIC	EGAND G ASSTRO	LINESCAN	50925	21,450.00	07/10/92	96
P33196	PAGING, RADIO & CHARGERS	MOTOROLA	MT100	CHARGER,MULTI	573.75	07/10/92	60
P33197	PAGING, RADIO & CHARGERS	MOTOROLA	MT100	CHARGER, MULTI	573.75	07/10/92	60
P33198	PAGING, RADIO & CHARGERS	MOTOROLA	MT100	CHARGER, MULTI	573.75	07/10/92	60
P33199	PAGING, RADIO & CHARGERS	MOTOROLA	MT100	CHARGER, MULTIL	573.75	07/10/92	60
P33202	PAGING, RADIO & CHARGERS	MOTOROLA	MT100	CHARGER,MULTI	573.75	07/10/92	60
P33205	CHARGERS, TWO WAY RADIO	MOTOROLA	MT100	NO SERIAL	573.75	07/10/92	60
P33207	CHARGERS,TWO WAY RADIO	MOTOROLA	MT100	CHARGER,MULTI	573.75	07/10/92	60
P33210	PAGING, RADIO & CHARGERS	MOTOROLA	MT100	CHARGER,MULTI	573.75	07/10/92	60
P33211	RADIO, 2-WAY REC, TRANSMI	MOBILE SPECTRA	MOTOROLA	617ASL2021	1,256.43	07/10/92	60
P33212	RADIO, 2-WAY REC, TRANSMI	MOBILE SPECTRA	MOTOROLA	617ASL2020	1,343.98	07/10/92	60
P33213	RADIO, 2-WAY REC, TRANSMI	MOBILE	SYNTAR	531ASN0173	2,354.05	07/10/92	60
P33214	RADIO, 2-WAY REC, TRANSMI	COMMUNICATION	SYSTEM	BASE	85,283.84	09/15/92	60
P40001	TYPEWRITER, ELECTRIC	SHARP	ZX-405A	1802689X	527.67	02/29/92	60
P40002	CALCULATOR, ELECTRONIC	SHARP	Q52760A	1D058572	115.45	02/29/92	60
P40003	CALCULATOR, ELECTRONIC	SHARP	Q52760A	1D058539	115.45	02/29/92	60
P40010	CALCULATOR, ELECTRONIC	SHARP	Q52760A	1D057239	115.45	02/29/92	60
P40017	CABINET, FILING, METAL	NATIONAL	36 INCH 5DRW	NONE	538.21	02/29/92	180
P40018	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	592.09	02/29/92	180
P40019	TYPEWRITER, ELECTRIC	SHARP	JX-405A	8026051	527.67	02/29/92	60
P40020	CALCULATOR, ELECTRONIC	SHARP	Q52760A	2D002221	115.45	02/29/92	60
P40022	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40024	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40025	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40028	CALCULATOR, ELECTRONIC	SHARP	COMPET	2D002061	115.45	02/29/92	60
P40030	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40031	CPU:MICROCOMPUTER (PC)	GRAFIKA	DCM 1428	2092318847T	1,244.52	02/29/92	60
P40032	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40033	TYPEWRITER, ELECTRIC	IBM	WHEELWRITER 2	11-TRF92	508.37	02/29/92	60
P40035	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40036	SAW, STATIONARY POWERED	BANDSAW	DAYTON		773.31	02/29/92	120
P40037	DRILLS, HYDRAULIC POWERED	DRILLPRESS	WILTON 5810	28321	1,439.33	02/29/92	120
P40038	SAW, STATIONARY POWERED	RADIAL ARM	DEWALT	0926	588.58	02/29/92	120

P40039	SHAPER & JOINTER, WOOD	10 JOINER W/STAND	DAYTON	001639	1,238.38	02/29/92	120
P40040	SANDERS, BENCH OR PORTABL	DAYTON	DISK TYPE	1100043	877.93	02/29/92	99
P40042	CABINET-SAFETY	STORAGE	FLAMMABLE	YELLOW	557.70	02/29/92	60
P40048	BEDS, HOSPITAL	DURR	PATIENT I	N-S/N	560.30	02/29/92	120
P40049	BEDS, HOSPITAL	DURR	PATIENT I	N-S/N	560.30	02/29/92	120
P40053	ORTHOPEDIC EQUIPMENT	HYFRECATOR	DURR	HU101C11853	614.18	02/29/92	120
P40054	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4903	232.64	02/29/92	120
P40055	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4916	232.64	02/29/92	120
P40056	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4930	232.64	02/29/92	120
P40057	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHP2259	232.64	02/29/92	120
P40058	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4987	232.64	02/29/92	120
P40059	PISTOL, LAW ENFORCEMENT	SMITH WESSON	38	BHV2270	232.64	02/29/92	120
P40060	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV2424	232.64	02/29/92	120
P40061	PISTOL, LAW ENFORCEMENT	SMITH WESSON	38	BHV4912	232.64	02/29/92	120
P40062	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHT0083	232.64	02/29/92	120
P40063	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4858	232.64	02/29/92	120
P40064	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV2481	232.64	02/29/92	120
P40065	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV2478	232.64	02/29/92	120
P40066	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4730	232.64	02/29/92	120
P40067	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV2285	232.64	02/29/92	120
P40068	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4674	232.64	02/29/92	120
P40069	PISTOL, LAW ENFORCEMENT	SMITH WESSON	38	BHV4784	232.64	02/29/92	120
P40070	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV2395	232.64	02/29/92	120
P40071	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4830	232.64	02/29/92	120
P40072	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4727	232.64	02/29/92	120
P40073	PISTOL, LAW ENFORCEMENT	SMITH WESSON	38	BHJ2049	232.64	02/29/92	120
P40074	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV2427	232.64	02/29/92	120
P40075	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV2290	232.64	02/29/92	120
P40076	PISTOL, LAW ENFORCEMENT	SMITH/WESONN	38	BHV2437	232.64	02/29/92	120

P40077	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV4789	232.64	02/29/92	120
P40078	PISTOL, LAW ENFORCEMENT	SMITH/WESSON	38	BHV2241	232.64	02/29/92	120
P40079	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344719M	230.59	02/29/92	120
P40080	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344285M	230.59	02/29/92	120
P40081	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344756M	230.59	02/29/92	120
P40082	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344698M	230.59	02/29/92	120
P40083	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344712M	230.59	02/29/92	120
P40084	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344740M	230.59	02/29/92	120
P40085	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344746M	230.59	02/29/92	120
P40086	GUN, SHOTGUN & RIOTN	REMINGTON	12	A346598M	230.59	02/29/92	120
P40087	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344754M	230.59	02/29/92	120
P40088	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344702M	230.59	02/29/92	120
P40089	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344306M	230.59	02/29/92	120
P40090	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344717M	230.59	02/29/92	120
P40091	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344705M	230.59	02/29/92	120
P40092	GUN, SHOTGUN & RIOTN	REMINGTON	12	A347168M	230.59	02/29/92	120
P40093	GUN, SHOTGUN & RIOTN	REMINGTON	12	A344745M	230.59	02/29/92	120
P40095	GUN, SHOTGUN & RIOTN	RIOT GAS	FEDERAL 203A38	650715	337.84	02/29/92	120
P40096	GUN, SHOTGUN & RIOTN	RIOT, GAS	FEDERAL 203A38	650720	337.84	02/29/92	120
P40097	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40099	CUTTER/SHREDDER,TOW CNT/M	WOODS	10 FT121	10938	4,430.90	02/29/92	120
P40100	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40101	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40104	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40109	SEWING MACHINE, HEAVY DUT	JUKI	DDLL-5530	DDLGL76132	756.12	02/29/92	120
P40110	SEWING MACHINE, HEAVY DUT	JUKI	DDLL-5530	DDLGL76114	756.12	02/29/92	120
P40111	SEWING MACHINE, HEAVY DUT	JUKI	DDLL-5530	DDLGL76151	756.12	02/29/92	120
P40112	SURGER, SEWING	SURGER JUKI	SEWING SYSTEM	0F6-500	1,673.10	02/29/92	60
P40114	BEDS, HOSPITAL	GURNEY	FERNO-FOLD UP	N-S/N	1,416.77	02/29/92	120
P40115	BOOKS, PUBLICATION/COPYRI	ENCYCLOPEDIA	WORLD BK	22 VOLS	654.00	02/29/92	120
P40116	BOOKS, PUBLICATION/COPYRI	LAW	TENN PRAC. SRS.	RAYBIN 9,10,11,12,13	896.41	02/29/92	99
P40118	CALCULATOR, ELECTRONIC	SHARP	QS17060A	2D003631	121.54	02/29/92	60
P40122	CALCULATOR, ELECTRONIC	SHARP	QS17060A	2D002021	121.54	02/29/92	60
P40124	CALCULATOR, ELECTRONIC	SHARP	QS17060A	2D002191	121.54	02/29/92	60
P40129	CALCULATOR, ELECTRONIC	SHARP	QS1760A	2D002051	115.44	02/29/92	60
P40133	VIDEO PLAYER & RECORDER	SHARP	VCA524011	111841738	206.84	02/29/92	180
P40135	RECEIVER, TV & CONSOLE	SHARP	19-INCH	370336	231.66	02/29/92	180
P40146	AIR PACK, SAFETY EQUIP.	SCOTT	ULTRILITE 2		1,381.31	02/29/92	120

P40157	CABINET-SAFETY	FLAMMABLE STG.	METAL	NO SERIAL NUMBER	557.70	02/29/92	60
P40158	GYMNASIUM APPARATUS	DUMB BELLS	W/RACK	NOT SERALIZED	534.21	02/29/92	180
P40165	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40166	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40167	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40168	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40171	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40173	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40174	WELDER, ARC, NON-ENG DRIV	DAYTON	110-087-906	D422927	561.66	02/29/92	120
P40175	WELDER, ARC, NON-ENG DRIV	DAYTON	110-087-906	D422928	561.66	02/29/92	120
P40176	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40177	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40178	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40179	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40180	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40181	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40183	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40185	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	592.09	02/29/92	180
P40186	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	592.09	02/29/92	180
P40187	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	592.09	02/29/92	180
P40188	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	592.09	02/29/92	180
P40189	SAW, STATIONARY POWERED	TILT ARBOR	DELTA 10 IN	92A00862	1,779.32	02/29/92	120
P40190	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40191	FLOOR MAINTENANCE MACHINE	SO-PRO	KG16DBUFFER	22527	705.74	02/29/92	120
P40192	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	592.09	02/29/92	180
P40193	TABLE, EXAMINATION	RITTER	104	NONE	727.31	02/29/92	120
P40197	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40198	FLOOR MAINTENANCE MACHINE	SO-PRO	KC-16D	922532	705.76	02/29/92	120
P40199	CABINET, FILING, METAL	NATIONAL	42 INCH 5	NONE	592.09	02/29/92	180

P40200	RECORDER, COMMUNICATION	PEARL	DRW OLYMPUS L100	156468GIA	169.25	02/29/92	180
P40203	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE	221ASE0130	1,481.86	02/29/92	60
P40204	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	SPECTRA	483ASE0009	2,363.95	02/29/92	60
P40205	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE SPECTRA	483ASE0014	2,363.95	02/29/92	60
P40206	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE - VEHICLE	221ASE0131	1,481.86	02/29/92	60
P40207	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE - VEHICLE	483ASE0010	2,363.95	02/29/92	60
P40208	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE-VEHICLE	221ASE0129	1,481.86	02/29/92	60
P40209	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE-VEHICLE	483ASE0011	2,363.95	02/29/92	60
P40210	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE-VEHICLE	483ASE0013	2,363.95	02/29/92	60
P40211	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE-VEHICLE	221ASE0132	1,481.86	02/29/92	60
P40212	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE-VEHICLE	221ASE0133	1,481.86	02/29/92	60
P40213	RADIO, 2-WAY REC, TRANSMI	MOTOROLA	MOBILE-VEHICLE	483ASE0012	2,363.95	02/29/92	60
P40215	RADIO, 2-WAY REC, TRANSMI	BASE STATION	MAX TRAC MOBILE	428ASL3776	944.53	02/29/92	60
P40253	TYPEWRITER, ELECTRIC	IBM	PERSONAL II	11-TRG09	508.35	02/29/92	60
P40254	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40255	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40256	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40257	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40258	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DR	NONE	592.09	02/29/92	180
P40259	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40260	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40261	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40262	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40263	CALCULATOR, ELECTRONIC	SHARP	QS12760A	1D052769	115.44	05/19/92	60
P40264	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40265	TYPEWRITER, ELECTRONIC	SHARP	ZX405A	802705X	527.67	02/29/92	60
P40269	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40270	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40271	CABINET, FILING, METAL	NATIONAL	42 INCH 5	NONE	592.09	02/29/92	180

			DRW				
P40273	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40275	GYMNASIUM APPARATUS	CALIF GYMN	MULTI STATION	FITNESS CENTER	4,251.20	02/29/92	180
P40276	GYMNASIUM APPARATUS	DUMB BELLS	W/RACK	NONE	534.21	02/29/92	180
P40277	GYMNASIUM APPARATUS	BIKE, EXERCISE	FUTURA	119106050	589.88	02/29/92	180
P40278	GYMNASIUM APPARATUS	BIKE,EXERCISE	FUTURA	119106041	589.88	02/29/92	180
P40279	TYPEWRITER, ELECTRIC	SHARP	ZX-405A	802700X	527.67	02/29/92	60
P40280	CABINET, FILING, METAL	NATIONAL	5 DRW 36 IN	NONE	538.21	02/29/92	180
P40281	CABINET, FILING, METAL	NATIONAL	5 DRW 36 IN	NONE	538.21	02/29/92	180
P40287	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40288	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40289	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40290	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40291	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40292	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40316	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40319	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40344	PRINTER, (PC)	PANASONIC	KXP1624	1KMATJ74628	398.60	02/29/92	60
P40345	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40348	CABINET, FILING, METAL	NATIONAL	5 DRAWER	N-S/N	538.21	02/29/92	180
P40349	CABINET, FILING, METAL	NSTIONAL	5 DRAWER	N-S/N	538.21	02/29/92	180
P40352	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40353	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40354	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW		538.21	02/29/92	180
P40355	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40375	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40377	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40380	CABINET, FILING, METAL	NATIONAL	42 INCH 5 DRW	NONE	592.09	02/29/92	180
P40381	CABINET-SAFETY	FLAMMABLE STG.	A245	METAL (NONE)	557.70	02/29/92	60
P40383	GYMNASIUM APPARATUS	CALIF GYMN	MULTI STATION	NON SERIALIZED	4,251.20	02/29/92	180
P40384	GYMNASIUM APPARATUS	DUMB BELLS	W/RACK	NONE	534.21	02/29/92	180
P40386	CABINET, FILING, METAL	NATIONAL	36 INCH 5	NONE	538.21	02/29/92	180

			DRW				
P40389	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40390	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40391	TABLE, EXAMINATION	RITTER	104	NON SERIALIZED	727.32	02/29/92	120
P40392	TABLE, EXAMINATION	RITTER	104	NON SERIALIZED	727.32	02/29/92	120
P40393	TABLE, EXAMINATION	RITTER	104	NON SERIALIZED	727.32	02/29/92	120
P40394	TABLE, EXAMINATION	RITTER	104	NON SERIALIZED	727.32	02/29/92	120
P40396	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40398	CALCULATOR, ELECTRONIC	SHARP	QS2760A	1D057249	121.54	02/29/92	60
P40400	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40401	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40402	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40403	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40404	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40405	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	592.09	02/29/92	180
P40407	DENTAL UNIT & COMPONENT	CHAIR, HEALTHCO	CELEBRITY	011135891	625.27	02/29/92	120
P40408	DENTAL UNIT & COMPONENT	CHAIR,HEALTHCO	CELEBRITY	011136291	625.27	02/29/92	120
P40409	DENTAL UNIT & COMPONENT	CHAIR,HEALTHCO	CELEBRITY	011136691	625.27	02/29/92	120
P40411	CABINET-SAFETY	FLAMMABLE STG.	A245	METAL(NONE)	557.70	02/29/92	60
P40413	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40414	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40417	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40418	CALCULATOR, ELECTRONIC	SHARP	QS17060A	1D058569	121.54	02/29/92	60
P40449	CALCULATOR, ELECTRONIC	SHARP	ZS2760A	1D056749	121.54	02/29/92	60
P40450	CALCULATOR, ELECTRONIC	SHARP	ZS2760A	1D056769	121.54	02/29/92	60
P40455	PRINTER, (PC)	SHARP, LASER	JX95000H	1621242X	746.99	02/29/92	60
P40460	RECEIVER, TV & CONSOLE	SHARP 19	19	370997	231.66	02/29/92	180
P40470	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40471	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40472	TYPEWRITER, ELECTRIC	IBM	WHEELWRITER 2	11-TRD08	508.37	02/29/92	60
P40473	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180

P40474	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40478	CALCULATOR,ELECTRONIC	SHARP	1D	1D057229	121.54	02/29/92	60
P40479	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40480	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	NONE	538.21	02/29/92	180
P40484	CABINET, FILING, METAL	NATIONAL	36 INCH 5DRW.	NONE	538.21	02/29/92	180
P40485	CABINET, FILING, METAL	NATIONAL	36 INCH 5 DRW	.	538.21	02/29/92	180
P40489	CABINET-SAFETY	FLAMMABLE STG.	A245	NONE-METAL	557.70	02/29/92	60
P40490	CABINET-SAFETY	FLAMMABLE STG.	A245	NONE-METAL	557.70	02/29/92	60
P40491	CABINET-SAFETY	FLAMMABLE STG.	A245	NONE-METAL	557.70	02/29/92	60
P40492	SEWER PIPE CLEANING MACH	RIGID	ROUTER TYPE	VBV-39773	1,654.90	02/29/92	99
P40493	SAW, STATIONARY POWERED	DEWALT	RADIAL ARM	0927	588.59	02/29/92	120
P40494	SAW, STATIONARY POWERED	DAYTON	BAND	9109	773.31	02/29/92	120
P40495	DRILLS, HYDRAULIC POWERED	DRILL PRESS	WILTON 5810	28485	1,439.34	02/29/92	120
P40496	WELDER, ARC, NON-ENG DRIV	LINCOLN	G8000	9791-A1197826	2,470.02	02/29/92	120
P40497	PUMP, TRASH	TEEL	CODE N8	3T712	810.97	02/29/92	120
P40498	GENERATORS, PORTABLE	DAYTON	3ZC13	1110166	695.66	02/29/92	120
P40500	COMPRESSOR,AIR > 5HP	DAYTON	PORTABLE	081491L 480160	1,039.74	02/29/92	99
P40502	DESK & TABLE, WOOD	TRICOR	DESK OAK	NO SER NUM AVAL	599.95	01/19/94	180
P40503	DESK & TABLE, WOOD	CET	DESK OAK	NO SER NUM AVAL	599.95	01/19/94	180
P40504	DESK OR TABLE, WOOD	TRICOR	DESK OAK	NONE	599.95	05/13/96	180
P40505	DESK OR TABLE, WOOD	TRICOR	DESK OAK	NONE	599.95	05/13/96	180
P40513	POLISHING & SCRUBBING MAC	RS,SSS	17INCH		650.00	12/28/93	120
P40514	POLISHING & SCRUBBING MAC	RS,SSS	17INCH		650.00	12/28/93	120
P40515	REFUSE CONTAINER/HOLDER	RUBBERMAID 1025	TILT TRUCK	NONE,FOR FOOD SVS	777.57	12/22/93	120
P40516	GYMNASIUM APPARATUS	MUSCLE MASTER	88550	FUTURE	4,600.00	10/15/93	180
P40517	GYMNASIUM APPARATUS	MUSCLE MASTER	FUTURE	NON SERIALIZED	4,600.00	10/15/93	180
P40520	CABINET, FILING, METAL	FILE CAB	METAL-DRAWER	NONE	866.27	01/27/94	180
P40521	CABINET, FILING, METAL	FILE CAB	METAL-DRAWER	NONE	866.27	01/27/94	180
P40522	CABINET, FILING, METAL	FILE CAB	METAL-DRAWER	NONE	866.27	01/27/94	180
P40524	CABINET, FILING, METAL	FILE CAB	METAL-DRAWER	NONE	866.27	01/27/94	180
P40525	CABINET, FILING, METAL	FILE CAB	METAL-DRAWER	NONE	866.27	01/27/94	180

P40526	CABINET, FILING, METAL	FILE CAB	METAL-DRAWER	NONE	866.27	01/27/94	180
P40527	CABINET, FILING, METAL	FILE CAB	METAL-DRAWER	NONE	866.27	01/27/94	180
P40528	COPYING MACHINE, PLAIN	XEROX	5314 ZT	4M6403509	2,040.00	10/20/93	60
P40530	ICE MAKING & DISPENCOR MA	ICE O MATIC	BIN TYPE	W31701222W	1,944.81	02/18/94	120
P40532	RANGE,TOP OVEN ELECTRIC	BLODGETT	COS-20 480V 3PH		19,474.00	02/18/94	120
P40535	MIXER, FOOD	EIGHTY QT	W/BOWL TRUCK	N-S/N	8,790.00	03/16/94	180
P40536	PUMP, FOOD PROCESSING	PITCO P18	REV PUMP	F94BA00416	1,477.00	02/18/94	180
P40537	FOOD SERVING EQUIP	SALAD BAR	10 X 4.5	NONE-STAINLESS STL.	3,003.70	06/02/94	180
P40539	TRACTOR, FARM, WHEEL TYPE	JOHN DEERE	5200	LV52000D220465	14,250.00	11/18/93	120
P40540	GRADER, TOWED TYPES	SWEEPER BROOM	PULL BEHIND	HERBERT LEWIS TRAC	2,295.00	12/17/93	120
P40541	SCOOTER,TRUCKSTER GAS	JOHN DEERE	GATOR/UTILITY	2698	4,200.00	10/11/93	72
P40542	SCOOTER,TRUCKSTER GAS	JOHN DEERE	GATOR/UTILITY	2859	4,200.00	10/11/93	72
P40543	TILLAGE EQUIPMENT	DISK-FORTRACTOR	5-7 FOOT-METAL	NON SERIALIZED	849.00	12/14/93	120
P40544	PLUMBING EQUIP, ALL TYPES	DRAIN CLEAN	DRAIN CLEANER	CC-15455	1,173.00	11/05/93	120
P40545	ELECTRONIC DETECTION SYST	AVION-HEARTBEAT	ESDS201 REV C	74357	48,000.00	03/10/00	60

CCA VEHICLES 329.44

VIN	YEAR	MAKE	DESCRIPTION	TITLE NUMBER	MILEAGE AS OF 4/07
1FDKE37H3GH819983	1986	FORD	ECONOLINE TRUCK	45268628	89,312
1FTYR10D55PB08131	2005	FORD	RANGER PICKUP	73207356	71,832
1FTYR10D55PA64163	2005	FORD	RANGER PICKUP	72295192	70,147
1FBSS31LX6HA13768	2006	FORD	ECONOLINE VAN	73207355	14,450
1FBSS31L36DA21413	2006	FORD	ECONOLINE VAN	85272598	4,460
2FMZA50674BB03583	2004	FORD	FREESTAR	69946201	65,506
1FTRF18233NB24529	2003	FORD	F-150 4 X4	68571396	63,683
1FBSS31L13HB04567	2003	FORD	ECONOLINE VAN	70163179	80,773
1FTSS34L73HB45552	2003	FORD	ECONOLINE VAN	70163184	120,703
1FBSS31L03HA18294	2003	FORD	ECONOLINE VAN	70163185	73,052
1FTSS34F52HB80812	2002	FORD	ECONOLINE VAN	70163180	182,108
1FTCR10A8TUB52204	1996	FORD	RANGER PICKUP	70163182	290,717

101.04.1 Policies and Procedures Distribution/Inmate Access
101.06 Policy and Procedure Exemptions
103.02 Incident Reporting
103.03 Open Parole Hearings
103.04 Contacts with the Media
103.05 Inmate Emergency Notification
103.07 Annual Inspections
103.10 Title VI-Civil Rights Act of 1964
103.11 Victim Notification and Release of Victim Information
103.12 Documentation of Significant Offender Related Contacts
105.03 Diplomatic Access for Foreign National Inmates
107.02 Internal Affairs Operational Procedures
107.03 Institutional Investigator, Selection, and Responsibilities
~~108.01 Institutional Maintenance and Construction~~
109.04 Restriction of TOMIS and State Network Access by Offenders
109.05 Acceptable Use of Internet and Electronic Mail
112.02 Self-Contained Breathing Apparatus
112.03 Occupational Health and Safety
112.04 Fire Safety and Evacuation Plan
112.05 Monitoring and Conducting Fire and Safety Inspections
112.08 Personal Hygiene Resources for Inmates
112.09 Control and Use of Flammable, Toxic, and Caustic Materials
112.11 Smoking Policy-TDOC Institutions and Academy – ******* *Will be revised by the effective date of the contract to make this facility tobacco free*
113.01 Health Services Administration
113.02 Health Care Facilities, Staffing, Equipment and Supplies
113.03 Disaster/Contingency Plan in Health Services
113.04 Medical Transfer of Inmates
113.05 Death and Autopsies
113.08 Prosthetics and Durable Medical Equipment
113.09 Health Services Continuous Quality Improvement
113.10 Credentials of Health Care Personnel
113.11 Clinical and Nursing Protocols
113.12 Specialty Consultant Services
113.13 Employee Health Care
113.14 Inmate Workers in Health Care
113.15 Inmate Co-payment of Health Services
113.20 Intake Physical Examination
113.21 Health Classification
113.22 Health Orientation
113.23 Initial Screening
113.24 Inmates Assigned to Food Services
113.30 Access to Health Care
113.31 Sick Call/Assessment of Health Complaints
113.32 Levels of Care
113.34 Inpatient Care
113.35 Modified Diets
113.40 Health Education
113.41 Health Maintenance and Preventive Health Care
113.42 Communicable Diseases
113.43 Immunizations
113.44 Tuberculosis Control
113.45 AIDS: Education, Prevention and Case Management
113.50 Health Records
113.51 Consent\Refusal of Treatment
113.52 Confidentiality/Release of Health Information
113.53 Accident/Injury Reporting
113.54 Health Statistics and Report

113.60	Dental Services Administration
113.62	Dental Specialties
113.70	Management of Pharmaceuticals
113.71	Administration/Distribution of Medication
113.72	Management of Hazardous Medical Devices
113.78	Radiology Services
113.80	Mental Health Service Delivery
113.81	Mental Health Documentation
113.81.1	Mental Health Encounter Logs
113.82	Mental Health Referral Triage Process
113.83	Psychiatric Intake Evaluation/Intake Update
113.84	Psychological Evaluations and Assessments
113.85	Mental Health Treatment Plan
113.86	Mental Health Due Process and Transfer
113.87	Mental Health Observation/Seclusion/Suicide/Restraint
113.88	Suicide Prevention
113.89	Psychotropic Medication/involuntary Treatment\Conservatorship
113.92	DNA Testing
113.93	Detoxification
113.94	Comprehensive Medical Drug Screening
113.95	Substance Abuse Services Delivery
114.02	Research Projects
117.01	Administrative Guidelines/Educational Programs
117.02	Academic Programs in Adult Institutions
117.03	Vocational Programs
117.05	Title One Programs
117.06	Inmate Academic\Vocational Education Records
117.07	Special Education Programs
118.01	Religious Programs
205.02	Contract Monitoring
208.01	Trust Fund Accounts
208.03	Collection of Privilege Taxes and other Amounts Owed by Offenders
208.06	Money Found on Inmates and/or Institution
208.07	Reclaiming Confiscated Currency
208.08	Inmate Telephone Debit System
208.09	Arts and Crafts Sales
208.10	Voluntary Participation/Agreement with Wage Deductions –P.I.E. Programs
209.01	Commissary Pricing – *To be effective July 1, 2007*
301.04	Job Requirements
305.03	Employee/Offender Relationships
401.01	Classification Programs Administration
401.02	Receiving and Receipting of Inmates
401.03	Organization of the Classification Committee
401.04	Initial Classification Process
401.05	Reclassification Process
401.06	Custody Overrides
401.08	Classification Hearing Process
403.01	Institutional Transfers
403.01.1	Transfer of Records
403.02	Central Transportation System
403.03	Interstate Transportation
403.05	Population Reporting
404.05	Orientation Program
404.07	Minimum Custody Placement
404.07.1	Notification to Committing Jurisdictions
404.09	Protective Services
404.10	Administrative Segregation, Placement and Release
501.01	Inmate Grievance Procedures

502.01	Uniform Disciplinary Procedures
502.02	Disciplinary Punishment Guidelines
502.04	Rule Books for Inmates
502.05	Definitions of Disciplinary Offenses
502.06	Sexual Assault of Inmates
503.07	Inmate Marriages
503.08	Telephone Privileges
503.11	Motor Vehicle Operation by Inmates
504.01	Inmate Personal Property
504.02	Inmate Personal Property Accounting System
504.04	Inmate Pay
504.05	Inmate Clothing
505.01	Sentence Credits
~~505.07~~	~~Inmate Jobs~~
505.08	Community Service Work Projects
505.09	Responsibility of the Warden in TRICOR
505.10	Work Release Job Placement
506.01	Custody and Security Levels
506.06	Searches
506.07	Use of Force/Security Devices
506.07.1	Use of Chemical Agents
506.07.2	Trained Assault and Containment Team
506.07.3	Use of Electronic Restraint Devices
506.07.5	Use of Specialty Impact Weapons/Munitions
506.08	The Use of Weapons for Deadly Force
506.10	Escorted Emergency Visits
506.11	Population Count
506.12	Escapes
506.13	Identification of Inmates
506.14	Housing Assignments
506.14.2	Housing and Programming of Juvenile Inmates
506.15	Disposition of Contraband
506.16	Living Conditions for Segregated Inmates
506.20	Contingency Plans
506.21	Drug Testing of Inmates for Security Purposes
506.25	Security Threat Group Intelligence
506.26	Security Threat Group Program Identification, Placement, and Operation
506.28	Commissioner Security Alert
507.01	Visitation
507.01.1	Non-Contact Visitation
507.02	Inmate Mail
508.04	Counseling Services
510.02	Arts & Crafts Program & the Purchase of Arts & Crafts Items/Vocational Services
511.01	Furloughs
511.01.1	Medical Furloughs
511.02	Pre-Release Services
511.03	Release Procedures
511.04	Coordination/Cooperation with Board of Paroles
512.01	Inmate Institutional Records
513.02	Transition Center Programming
513.04	Transitional Assessment Plan

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 Sate of Tennessee, having a Best's Rating of "A" or better, and a financial size of "Class VII" or better, in the latest edition of Best's Insurance Reports. Any requested deviation from this requirement must be included in the Written Comments. See Section 2 of the RFP Schedule of Events for the Written Comments timeline. Such request will be addressed in the form of an Amendment to the RFP. Any non-admitted insurer must be on the current approved list of the Tennessee Department of Insurance. This list can be accessed by going to:

www.state.tn.us/commerce/insurance/surpluslines.html and clicking on the bullet point titled "List of Surplus Line Insurers."

Contractor and Insurance Company Services Required

The following list of required minimum services 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 worker's 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.

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.

7. The Contractor must provide notification of any material changes in the financial status of insurers providing coverage related to this facility including but not limited to downgrades from ratings agencies, mergers, acquisitions, or actions by insurance regulators of the State of Tennessee, other states, or federal authorities.

8. The Contractor must provide notification of any changes in the insurance carriers providing coverage.

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 far 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 and 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, but not mandatory, to place as much of the insurance coverage with one principal company as practical. 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 3 of 24.

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 16 provide details on the scope of coverage specified in this RFP.

Pages 17 to 24 should be completed and returned in accordance with the Proposal Deadline as set forth in Section 2 (RFP Schedule of Events) of this RFP.

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 Insurance	$1,000,000 per accident $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.

General Liability Excluding Products and Completed Operations

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 premises, operations, independent contractors, and broad form comprehensive general liability or their equivalent coverages.

Limit: $5,000,000 combined single limit per occurrence and $10,000,000 aggregate

B. Commercial General Liability

- Coverage A should include premises, operations, independent contractors, contractual liability, fire legal liability and broad form property damage coverages.
- Coverage B should include personal injury and advertising injury.
- Coverage C, medical payments, is not desired.

Limits:

Each occurrence:
Quote $5,000,000

Personal and advertising injury limit:
Quote $5,000,000

General aggregate limit:
Quote $10,000,000

Deductible: Specify whether a deductible, if any, will apply

Scope of Coverage:

1. Provide blanket contractual liability for any agreement relating to the business of the insured, including oral agreements.
2. Coverage to apply to liability arising out of independent contractor operations.
3. Employees shall be additional insureds while acting within the scope of their duties.
4. Personal injury and advertising injury liability shall be included with the employment and contractual exclusions deleted.
5. Provide liquor legal liability coverage.
6. Fire legal liability is to be insured with a limit of $1,000,000 per occurrence for real property.
7. 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.
8. Coverage to include non-owned watercraft liability with no length restriction.
9. Bodily injury liability arising from protecting persons or property to be insured.
10. Incidental malpractice liability coverage to be afforded.
11. Worldwide coverage shall apply for claims or suits brought within the United States.
12. Delete any explosion, collapse and underground property damage exclusions.

13 Provide broad form property damage liability.

14. Delete any alienated premises exclusion.

15. 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 accident or occurrence becomes known to the Risk Manager.

16. Blanket additional insureds:

All persons or entities (except vendors) for whom the insured has agreed to provide insurance in accordance with the terms of oral or written agreements shall be covered as additional insureds.

17. 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.

18. Errors and omissions:

Coverage shall not be invalidated or affected by errors, inadvertent omissions, or improper descriptions of premises or operations described in the policy.

19 Employee benefits liability should be provided with limits of $1,000,000 each claim or occurrence. Premium to be shown separately.

20. Stand alone coverage for this project is desired, However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.

21 Amend the definition of personal injury to include mental anguish, mental injury, humiliation, discrimination and any other injury to the feelings and reputation ala natural person, except where prohibited by law.

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: $5,000,000 combined single limit per occurrence and $10,000,000 aggregate

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

Deductible: Specify whether a deductible, if any, will apply

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 1 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.

10. Errors and omissions:

    Coverage shall not be invalidated or affected by errors, inadvertent omissions, or improper descriptions of premises or operations described in the policy.

11. 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.

12. Extend the coverage territory to a worldwide basis without limitation as to where claim or suit is brought.

Business Auto Liability

Named Insured: Attachment I to Appendix D - Insurance

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

Coverages	Symbol	Limit
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 b) 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.

Deductible: Specify what deductible or self insured retention, if any, will apply

---

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.

While a zero ($0) self-insured retention is preferred for this coverage, this coverage may be unavailable or unaffordable. If a self-insured retention is required to obtain coverage, it should be at a level consistent with the financial strength of the proposer.

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

Deductible: Specify what deductible or self-insured retention, if any, will apply.

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. A policy paying 100% excess of the underlying retention is preferred, a small amount of coinsurance, consistent with the strength of the proposer, will also be considered.
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.

Deductible: Specify what deductible or self-insured retention, if any, will apply.

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 Coinsurance - 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 instructions as set forth on Page 2 of 24 of Appendix D. Please provide additional information for any responses that vary from the requirement of the RFP.

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 $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 Employment exclusion deleted Contractual exclusion deleted		
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 properly 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 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 General Liability Form:

$10,000,000 CSL — Premium: _____

$ 1,000,000 Employee Benefits Liability — SIR/Deductible: _____

Commercial General Liability Form:

$ 5,000,000 occurrence — Premium: _____

$10,000,000 aggregate — SIR/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 General Liability Form: Premium: _____

$10,000,000 CSL SIR/Deductible: _____

Commercial General Liability Form:

$ 5,000,000 occurrence Premium: _____

$10,000,000 aggregate SIR/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: _____

SIR/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: _____ Yes _____ No
Includes: _____ Yes _____ No

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
   If no, state deductible or SIR _____
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 insurance 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:	_____ Yes	_____ No
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
4.	Defense in addition to the limit	_____ Yes	_____ No
5.	Compliance with EPA requirements	_____ Yes	_____ No
6.	Extended reporting provision	_____ Yes	_____ No
	Cost _____		
	Duration _____		
	If insured cancels	_____ Yes	_____ No

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 & Sub-limits _____

_____

_____

_____

Premium _____

_____

_____

Employee Dishonesty

Named Insured: As per Attachment I to Appendix D - _____ Yes _____ No
Insurance
Coverage: Blanket employee dishonesty _____ Yes _____ No
(Fidelity Coverage)
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 - _____ Yes _____ No
Insurance
Scope of Coverage
1. Is occurrence coverage provided? _____ Yes _____ No
   If no, does claims made quote include "tail" coverage? _____ Yes _____ No
2. 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 Premium: _____
$10,000,000 annual aggregate _____
SIR/Deductible: _____

Deviations from Specifications:

Insurance Companies Utilized:

Company	Coverage (Indicate mandatory groupings)

Does your agent have binding authority with each company utilized in this proposal, Yes ___ No ___
If not, indicate those companies for which an agency agreement does not exist and affix the signature, title, and mailing address of an insurance company employee authorized to bind coverage and countersign policies on their behalf.

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.

APPENDIX E – Liquated Damages Schedule

Liquidated damages will be calculated in accordance with the following formula:

V x B x $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:

Contractor Breach:	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:

Contractor Breach:	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:

Contractor Breach:	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:

Contractor Breach:	B
Failure of Staff	4
Failure to Document	1
Failure to Report	1
Failure to Comply with Other Applicable Standards	4

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

The goal of this document is to provide adequate security for criminal justice systems while under the control or management of a private entity, the Contractor. Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.'

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security and data security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Administration of criminal justice - the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities: the collection, storage, and dissemination of criminal history record information; and criminal justice employment.

1,02 Agency Coordinator (AC) - a staff member of the Contracting Government Agency, who manages the agreement between the Contractor and agency.

1.03 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum,

1.04 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.05 Control Terminal Agency (CTA) - a duly authorized state or federal criminal justice agency with direct access to the National Crime Information Center (NCIC) telecommunications network providing statewide (or equivalent) service to its criminal justice users with respect to the various systems managed by the FBI CJIS Division.

1.06 Control Terminal Officer (CTO) - an individual located within the CTA responsible for the administration of the CJIS network for the CTA,

1.07 Criminal Justice Agency (CJA) - The courts, a governmental agency, or any subunit of a governmental agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice. State and federal Inspectors General Offices are included.

1.08 Noncriminal Justice Agency (NCJA) - a governmental agency or any subunit thereof that provides services primarily for purposes other than the administration of criminal justice.

1.09 Noncriminal justice purpose - the uses of criminal history records for purposes authorized by federal or state law other than purposes relating to the administration of criminal justice, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances,

1.10 Security Addendum - a uniform addendum to an agreement between the government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal history record information, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require.

2.00 Responsibilities of the Contracting Government Agency

2.01 The CGA entering into an agreement with a Contractor is to appoint an AC.

2.02 In instances in which responsibility for a criminal justice system has been delegated by a CJA to a NCJA, which has in turn entered into an agreement with a Contractor, the CJA is to appoint an Agency Liaison to coordinate activities between the CJA and the NCJA and Contractor. The Agency Liaison shall, inter alia, monitor compliance with system security requirements. In instances in which the NCJA's authority is directly from the CTA, there is no requirement for the appointment of an Agency Liaison.

2.03 The AC will be responsible for the supervision and integrity of the system, training and continuing education of employees and operators, scheduling of certification testing and all required reports by NCIC.

2.04 The AC has the following responsibilities:

a. Understand the communications and records capabilities and needs of the Contractor which is accessing federal and state records through or because of its relationship with the CGA:

b. Participate in related meetings and provide input and comments for system improvement;

c. Receive information from the CGA (e.g., system updates) and disseminate it to appropriate Contractor employees;

d, Maintain and update manuals applicable to the effectuation of the agreement, and provide them to the Contractor;

e. Maintain up-to-date records of employees of the Contractor who access the system, including name, date of birth, social security number, date fingerprint card(s) submitted, date security clearance issued, and date certified or recertified (if applicable);

f. Train or ensure the training of Contractor personnel. If Contractor personnel access NCIC, schedule the operators for a certification exam with the CTA staff. Schedule new operators for the certification exam within six (6) months of employment. Schedule certified operators for re-certification testing within thirty (30) days prior to the expiration of certification, Schedule operators for any other mandated class;

g. The AC will not permit an un-certified employee of the Contractor to access an NCIC terminal:

h. Where appropriate, ensure Compliance by the Contractor with NCIC validation requirements;

i. Provide completed Applicant Fingerprint Cards on each person within the Contractor who accesses the System to the CJA (or, where appropriate, CTA) for criminal background investigation prior to such employee accessing the system; and

j. Any other responsibility for the AC promulgated by the FBI,

2.05 The CTA shall ensure that all NCIC hot file transactions and interstate Identification Index (III) transactions

be maintained on an automated log for a minimum of six months This automated log must identify the operator on III transactions, the agency authorizing the transactions, the requester, and any secondary recipient, This information can be captured at log on and can be a name, badge number, serial number, or other unique number.

3.00 **Responsibilities of the Contractor**

3.01 The Contractor shall maintain a security program which complies with this Security Addendum,

3.02 The Contractor shall assign a Security Officer accountable for the management of this security program. This person shall coordinate with the CGA to establish the security program.

3.03 The Contractor shall document the security program in a Security Plan. The Security Plan shall describe the implementation of the security requirements described in this Security Addendum, the associated training program, and the reporting guidelines for documenting and communicating security violations to the CGA, The Security Plan shall be subject to the approval of the CJA, even in instances in which the CGA is the NCJA.

3.04 The Contractor shall provide for a Security Training Program for all Contractor personnel engaged in the management, development, operation, and/or maintenance of criminal justice systems and facilities. Annual refresher training shall also be provided.

3.05 The Contractor shall establish a security violation response and reporting procedure to discover, investigate, document, and report on all security violations. Violations which endanger the security or integrity of the criminal justice system or records located therein must be communicated to the CGA immediately. Minor violations shall be reported to the CGA on a periodic basis, but in no instance less than quarterly. See Section 8.01.

3.06 The Contractor's facilities will be subject to unannounced security inspections performed by the CGA. These facilities are also subject to periodic FBI and state audits.

3.07 The security plan is subject to annual review by the CJA and the Contractor. During this review, efforts will be made to update the program in response to security violations, changes in policies and standards, and/or changes in federal and state law and technology.

3.08 The Contractor and its employees will comply with all federal and State laws, rules, procedures and policies (including the CJIS Security Policy in effect when the contract is executed) formally adopted by the FBI and the CJIS APB, including those governing criminal history record information.

4.00 Site Security

4.01 The Contractor shall dedicate and maintain control of the facilities, or areas of facilities, that support the CGA.

4.02 All terminals physically or logically connected to the computer system accessing NCIC and the criminal justice files must be segregated and screened against unauthorized use or observation.

5.00 System Integrity

5.01 Only employees of the Contractor, employees of CGA, the Agency Liaison, and such other persons as may be granted authorization by the CGA shall be permitted access to the system.

5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures.

5.03 Access to the system shall be available only for official purposes consistent with the appended Agreement. Any dissemination of NCIC data to authorized employees of the Contractor is to be for their official purposes.

5.04 Information contained in or about the system will not be provided to agencies other than the CGA or another entity which is specifically designated in the contract.

5.05 All criminal history record information requests must be envisioned arid authorized by the appended Agreement. A current up-to-date log concerning access and dissemination of criminal history record information shall be maintained at all times by the Contractor,

5.06 The Contractor will ensure that its inquiries of NCIC and any subsequent dissemination conforms with applicable FBI/NCIC policies and regulations, as set forth in (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the Policy and Reference Manual; (4) the CJIS Security Policy; and (5) Title 28, Code of Federal Regulations, Part 20. All disseminations will be considered as "Unclassified, For Official Use Only."

5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the criminal justice information system In no event shall copies of messages or criminal history record information be disseminated other than as envisioned and governed by the appended Agreement.

6.00 Personnel Security

6.01 Appropriate background investigations must be conducted on all Contractor employees and the Contractor's vendors which provide system maintenance support.

6.02 Thorough background screening by the CGA is required. This investigation includes submission of a completed applicant fingerprint card to the FBI through the state identification bureau. State and national record checks by fingerprint identification must be conducted for all personnel who manage, operate, develop, access and maintain criminal justice systems and facilities. Record checks must be completed prior to employment,

6.03 When a request is received by the CTA before system access is granted:

a. The CGA on whose behalf the Contractor is retained must check state and national arrest and fugitive files. These checks are to be no less stringent than those performed on CJA personnel with access to NCIC.

b. If a record of any kind is found, the CGA will be formally notified, and system access will be delayed pending review of the criminal history record information, The CGA will in turn notify the Contractor-appointed Security Officer.

c. When identification of the applicant with a criminal history has been established by fingerprint comparison, the CGA's designee will review the matter. A Contractor employee found to have a criminal record consisting of any felony convictions or of misdemeanor offenses which constitute a general disregard for the law is disqualified. Applicants shall also be disqualified on the basis on confirmations that arrest warrants are outstanding for such applicants.

d. If an adverse employment determination is made, access will be denied and the Contractor-appointed Security Officer will be notified in writing of the access denial. This applicant will not be permitted to work on the contract with the CGA. Disqualified employees and applicants for employment shall be notified of the adverse decisions and the impact that such records had on such decisions.

6.04 The investigation of the applicant's background shall also include contacting of employers (past or present) and personal references.

6.05 The Security Officer shall maintain a list of personnel who successfully completed the background investigation.

6.06 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and executes

an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

6.07 The CGA shall ensure that each Contractor employee authorized to access CJIS network terminals or information provided therefrom is specially trained in the state and federal laws and rules governing the security and integrity of criminal justice information.

6.08 All visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance. Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. The visitor logs shall be maintained for five years following the termination of the contract,

7.00 System Security

7.01 Transmission, processing, and storage of CJA information shall be conducted on dedicated systems. Increased reliance should be placed on technical measures to support the ability to identify and account for all activities on a system and to preserve system integrity.

7,02 The system shall include the following technical security measures:

a. unique identification and authentication for all interactive sessions;

b. if warranted by the nature of the contract, advanced authentication techniques in the form of digital signatures and certificates, biometric or encryption for remote communications;

c. security audit capability for interactive sessions and transaction based logging for message-based sessions; this audit shall be enabled at the system and application level;

d. access control mechanisms to enable access to be restricted by object (e.g. data set, volumes, files, records) to include the ability to read, write, or delete the objects;

e. ORI identification and access control restrictions for message based access;

f. system and data integrity controls;

g. access controls on communications devices:

h. confidentiality controls (e.g., partitioned drives, encryption, and object reuse).

7.03 Data encryption shall be required throughout the network passing through a shared public carrier network.

7.04 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

7.05 The Contractor shall establish a procedure for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitation procedures include overwriting the media and/or degaussing the media. If media cannot be successfully sanitized it must be returned to the CGA or destroyed.

8.00 Security violations

8.01 Consistent with Section 3.05, the Contractor agrees to inform the CGA of system violations. The Contractor further agrees to immediately remove any employee from assignments covered by this contract for security violations pending investigation. Any violation of system discipline or operational policies related to system discipline are grounds for termination, which shall be immediately reported to the AC in writing.

8.02 The CGA must report security violations to the CTO and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

8.03 Security violations can justify termination of the appended agreement.

8.04 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including the actual NCIC telecommunications link. The FBI will provide the CTO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing criminal history record information must be deleted or returned to the CGA.

8.05 The FBI reserves the right to audit the Contractor's operations and procedures at scheduled or unscheduled times. The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

9.00 Miscellaneous provisions

9.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CTA, and FBI.

9.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the Policy and Reference Manual; (4) the CJIS Security Policy: and (5) Title 28, Code of Federal Regulations, Part 20, The parties are also subject to applicable federal and state laws and regulations.

9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

9.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

9.05 All notices and correspondence shall be forwarded by First Class mail to;

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I have read and am familiar with the contents 01(1) the Security Addendum; (2) the TIME Manual; (3) the CJIS Security Policy; and (4) Title 28. Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or redisseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or redisseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____

Signature of Contractor Employee Date

_____ _____

Signature of Contractor Representative Date

_____

Organization and Title

APPENDIX G

COMPARATIVE EVALUATION GUIDELINES

For the Comparative Evaluation

of the

South Central Correctional Center RFP

and Contract Performance

November, 2006

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1. OVERVIEW

Tennessee Code Annotated 41-24-105 provides that a contract to provide correctional services in the form of operation of facilities, including management, custody of inmates, security, and other associated services and activities, shall have an initial term of three years and may include an option to extend for an additional period of two years. It also sets out certain requirements relating to the extension of the contract. Pursuant to Tennessee Code Annotated 41-24-104, any contract extension requires the approval of the State Building Commission, the Attorney General and Reporter, and the Commissioner of Correction.

T.C.A. § 41-24-105 provides that prior to awarding any such contract the State is required to establish objective performance criteria and cost criteria for both the State and the private contractor. After the end of the second full year of operation, but before extending the initial contract at the end of the three-year contract term, the performance and cost criteria are to be used in conducting a comparison between the performance of the contractor and the performance of the State. The Select Oversight Committee on Corrections (or, in the absence of such committee, a committee designated by the speakers of the senate and the house) must compare the quality of the services provided by the contractor and the State and report its determination to the parties responsible for determining whether the contract should be extended. The Fiscal Review Committee (or, in the absence of such committee, a committee designated by the speakers of the senate and the house) must compare the cost criteria and provide a per day cost for the State and the contractor and report such determination to the parties responsible for determining whether the contract should be extended.

The contract can be extended only if the contractor is providing essentially the same quality of services as the State at a cost 5% lower than the State, or if the contractor is providing superior services (greater than 5%) at essentially the same cost as the State. The comparative evaluation of performance shall not serve as the basis for contract extension, but shall serve as a consideration. The cost comparison conducted by the Fiscal Review Committee shall serve as the basis for contract extension.

The objective performance criteria and cost criteria set out below have been developed by the Executive Director of the Select Oversight Committee on Corrections (SOCC) and the Executive Director of the Fiscal Review Committee, in consultation with staff of the Department of Correction. The criteria will be used during the comparative evaluation process referenced above.

2. METHODOLOGY

The Northeast Correctional Complex (NECC) and Northwest Correctional Complex (NWCC) have been determined to be the State-operated facilities that are the most comparable to the South Central Correctional Center (SCCC). The two State operated institutions have been selected for previous comparisons because of the similarity in age of the facilities, design of the facilities, and inmate populations. These two facilities continue to be the most comparable. Since the early comparisons of the institutions

2.2. COST COMPARISON

TCA 41-24-105(e) requires the Fiscal Review Committee to provide a prisoner per day cost for the State and the Contractor based upon cost measures set out in the Request for Proposal and the Contract. Those costs are to be used in the evaluation to determine if the Contractor is providing essentially the same quality of services as the State at a cost of five percent (5%) lower than the State, or if the Contractor is providing services superior in quality to those provided by the State at essentially the same cost pursuant to TCA 41-24-105(c).

The financial information to be compared will be for the Fiscal Year 2008/2009. This is necessary in order to comply with the statutory mandates which state that the comparison is to be made after the second year of the Contract, but before any extension can occur at the end of the third year. The FY09 information would be the most current information available at the time of the comparison evaluation and will match the review period that will be used for the performance evaluation.

The institutions included in the contract for comparison with the South Central Correctional Center are Northeast Correctional Complex (NECC) and Northwest Correctional Complex (NWCC). The two State operated institutions have been selected for previous comparisons because of the similarity in age of the facilities, design of the facilities, and inmate populations. These two facilities continue to be the most comparable. Since the early institution comparisons were made, consolidation of State institutions resulted in other facilities being combined administratively with both NECC and NWCC. In order to restore a reasonable level of comparability, adjustments will be made for staff and operating costs.

The cost comparison will review the full costs of the Contractor with the full costs of the State's comparable facilities (NECC and NWCC). The costs attributable to the Contractor will include any costs of monitoring the Contract incurred by the State, which would not have been incurred by the State otherwise. In addition to monitoring costs, other adjustments and allocations will be made. The cost comparison will be for the period of July 1, 2008, through June 30, 2009.

Allocations will be based on the following:

a) Divide Central Office or overhead costs between activities involving residential prisoners and other activities based on direct expenditures for residential facilities versus direct expenditures for other activities to obtain a percentage of Central Office or overhead expenditures applicable to residential facilities.

b) Allocate the amount of Central Office or overhead expenditures applicable to residential facilities based on the census for each residential facility to the total census for all residential facilities.

c) Expenditures for revenue generating activities such as commissary, inmate labor, inmate telephones, inmates fines, recycling, and art and craft sales at institutions are to be included in facility expenditures and will be offset by total revenues collected.

Costs will be allocated to the South Central Correctional Center for:

d) The pro rata costs of the Tennessee Offender Management Information System (TOMIS), which are applicable to the handling of information on prisoners assigned to the South Central Correctional Center.

e) The amounts expended by the State for monitoring the Contractor's operations during the 2008/2009 fiscal year

f) The amounts expended by the State for the benefit of the Contractor during the 2008/2009 fiscal year

g) Any other amounts expended by the State (including any State agency) which would not have been expended by the State in the absence of the Contract

h) State overhead items determined not to be applicable to South Central Correctional Center will not be added to the Contract cost

Adjustments will be also made for:

a) Year-end supply inventories

b) Equipment items purchased for use in the facilities with a cost in excess of $5,000 will be deducted from the total cost of operations for all facilities. Equipment purchased for use by the State's monitors at South Central Correctional Center will not be deducted from the State's cost of operating South Central Correctional Center

c) Expenditures for the use of motor vehicles and motorized equipment purchased for use by NECC and NWCC will be reduced by the depreciation/replacement factor included in the reimbursement rate to the Department of General Services

The Fiscal Review Committee will further adjust the reported costs to ensure comparability in making the comparison of the relative costs of operating the facilities for the period of July 1, 2008 through June 30, 2009. This would include, but not be limited to the following:

a) Any costs that appear to be made ahead of the time needed or are deferred to a subsequent period if, in the opinion of the committee staff, such costs are in an amount sufficient to materially affect the comparison

b) The State's or the Contractor's costs for any program or functional areas which it determines to be not substantially comparable to the operations of the facilities being compared

c) Any cost items not accounted for in a similar manner

d) Necessary adjustments for population variance to include fixed and variable cost items for payroll and operational support expenditures

e) The medical component of cost will be adjusted to equalize the costs of each facility due to the $4,000 stop-loss provision for medical care in the Contract

Requests for clarification should be made during the Pre-proposal Conference or should be requested in the form of a Written Comment during the Request for Proposal process. The State's written responses will become part of the final Contract.

As required by the Contract, the Comptroller of the Treasury will review all accounting information submitted to Fiscal Review by the Department of Correction, and all accounting information provided by the Contractor to Fiscal Review is to be analyzed by an independent accounting firm. The reports generated by those reviews will be utilized during the evaluation process.

The Fiscal Review Committee staff will calculate the State's and the Contractor's cost per inmate day. The final draft report will be given to both the State and Contractor for comment before it is delivered to the Fiscal Review Committee. If either the State or the Contractor chooses, they can submit a written response to the final report that will be included when the report is submitted to the Fiscal Review Committee.