

Colorado Department of
Corrections

07CAA00156

CONTRACT AMENDMENT # 1

THIS AMENDMENT, made this 30th day of October, 2006, by and between the State of Colorado for the use and benefit of the Colorado Department of Corrections, State of Colorado, P.O. Box 1010, Canon City, Colorado, 81212, hereinafter referred to as the State, and MCI Communications Services Inc. d/b/a Verizon Business Services 500 Technology Drive, Room C2123, Weldon Spring, MO 63304, hereinafter referred to as MCI.

FACTUAL RECITALS

Authority exists in the Law and since no state funds are obligated under this Contract and it is exempt from the State's Procurement Code as well as the State's Fiscal Rules; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The parties entered into a contract dated November 1, 2001, for Inmate Telephone Services ("ITS"), this contract referred to herein as the MCI contract. The MCI contract was entered into by MCI WORLDCOM Communications Inc. The merger of Verizon Communications Inc. and MCI, Inc. (successor in interest to MCI WORLDCOM Communications Inc.) was completed January 6, 2006.

The purpose for this amendment is described below.

The MCI contract with the State ends on October 31, 2006. The State has selected another vendor to provide the ITS. The replacement vendor's required circuits and lines will not be fully installed by the current MCI contract termination date.

In order to ensure there is no interruption to inmate calling, the State is amending the current MCI contract to keep the current circuits and lines in place until the new vendor's infrastructure is installed at all sites. It is anticipated the new circuits and lines should be fully in place, tested and operational by the middle of November and no later than November 30, 2006.

NOW THEREFORE, it is hereby agreed that

1. Consideration for this amendment to the original contract, 02CAA00277, dated November 1, 2001, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this amendment is supplemental to the original Contract, 02CAA00277, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a. The Public Pay Telephone System (PPTS) as provided by MCI will continue under this amendment.
 - b. The current Qwest services, except for the PPTS portion of the ITS, will be assumed by Value Added Communications, Inc (VACI), per VACI's amended contract with MCI.

- c. Paragraph 2 of the original contract is amended to read the contract will terminate on December 31, 2006 or upon ten (10) day written notice to MCI.
- d. MCI will continue to provide the TIPS server for the term of this amendment.

- 4. The effective date of this amendment is November 1, 2006, and upon approval of the State Controller.
- 5. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original contract, the provisions of this amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the day first above written.

Contractor: Verizon Business Financial Management Corporation on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services

State of Colorado
Bill Owens, Governor

(Full Legal Name)

By: _____

(Signature of Individual)

Executive Director
Colorado Department of Corrections

(Name of Individual)

Date: _____

Position (Title) Suleiman Hessami
VP Pricing/Contract Management

Attorney General
John W. Suthers

12-7-06

By: _____
Date: _____

Social Security Number
or Federal Employer ID Number

Attestation:

(SEAL)

By: _____
Corporate Secretary,
or Equivalent,
Town/City/County Clerk

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller
Leslie M. Shenefelt

By: _____
Date: 12/22/06