

STATE OF FLORIDA  
DEPARTMENT OF CORRECTIONS

OFFICE OF INSTITUTIONS

MEMO TO: DONALD L. MILLER  
CHIEF INTERNAL AUDITOR

FROM: GEORGE SAPP  
ASSISTANT SECRETARY OF INSTITUTIONS



DATE: APRIL 4, 2007

SUBJECT: FOLLOW UP TO THE CONTRACT MANAGEMENT REVIEW (CMR)  
OF THE INMATE TELEPHONE SYSTEM CONTRACT #C1864,  
REPORT NUMBER CMR06001

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The following narrative describes what has been done to implement the report recommendations, along with other information that will help facilitate an understanding of our actions.

Contract C1864, Inmate Telephone System, is currently in the first renewal year, and the contract term ends May 31, 2007. The Department has issued an Invitation to Negotiate (ITN) which will provide inmate telephone services replacing the current contract.

Although a monitoring tool for evaluating services was previously developed and noted in the Contract Management Review, it was not finalized. The Contractor has been submitting monthly service reports, and the Department's Communication Technician has been performing visits to the institutions to address problems, observe installation progress, and assess services. Management of the contract was recently transferred from the Bureau of Facility Services to the Bureau of Institutional Support Services, and the findings and comments in the Contract Management Review are being utilized to formulate language for the ITN.

Liquidated damages in the amount of \$722,000.00 was assessed against the vendor in 2006, and subsequently in January 2007 a full and final settlement in the amount of \$147,000.00 was agreed to by Verizon Financial Management Corporation and Verizon Network Services, Incorporated on behalf of MCI Communications Services, Inc., the original vendor. A copy of the settlement letter is attached.

The recommendation to revise Form DC6-223 in order to facilitate timely activation of inmate PIN numbers and calling lists is under review. Clearly, the intent of this audit recommendation was to make monitoring of this contract requirement easier for the contract manager. This function is being reviewed to see if there is a better way to both ensure timely activation of inmate PIN numbers and calling lists, and ensure each action in this regard produces an automated result to reflect the time the

AS 4/10/07

request was received and the time the requested action was operational.

The Bureau of Institutional Support Services appreciates the opportunity to comment on the Contract Management Review (CMR) findings, recommendations and updated status. The Bureau of Institutional Support is conducting a review of the contract, and the review will be completed on or before April 13, 2007. The review will be used to establish an update for comparison to the CMR completed one year ago, and the results will be utilized as possible contributions for future monitoring activities. The reference in the CMR describing shortcomings in the monitoring tool is noted, and it is felt that duplicating contract language requirements in the monitoring tool is important in order that the intent and specification of the contract is not inadvertently changed.

We agree with the concern that critical service issues and prioritized compliance should be considered in the monitoring tool. Additionally, there should be consideration given to the use of percentages for gradient evaluation of contract performance, especially in those areas which will have a voluminous number of actions by the contractor. Therefore, we are recommending that this critical identification take place in the contract language which can then be referenced in structuring the monitoring tool. This recommendation will be disseminated to the ITN development work group.

It is our intent to actively participate in ITN development, use the findings and recommendations in the CMR, and apply lessons learned from previous contract management to ensure strict contract compliance by the contractor in future operations.

AS pg 7 of 24



RECEIVED

FEB 14 2007

Facilities Services

RECEIVED

Keith R. Eismann  
Sr. Manager, Government Markets  
Verizon Business  
7990 IH 10 West  
San Antonio, TX 78230

January 11, 2007

Steve Grizzard, Contract Administrator  
State of Florida, Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500

JAN 16 2007

Facilities Services

JAN 19 2007

DEPT OF CORRECTIONS  
LEGAL OFFICE

**REF: Liquidated Damages Settlement Letter and Release for Contract C1864**

Dear Mr. Grizzard:

Verizon Financial Management Corporation and Verizon Network Services, Incorporated on behalf of MCI Communications Services Inc. d/b/a Verizon Business by and on behalf of itself and its U.S.-based affiliates and their successors ("Verizon"), provides this letter as confirmation that Verizon and State of Florida, Department of Corrections ("FLDOC") have agreed to resolve, on the terms and conditions set forth herein, liquidated damages resulting from a general contract audit conducted in 2006 associated with Contract C 1864 a Contract that Verizon and FLDOC, entered into on June 1, 2001 (the "Contract").

Verizon shall make a one-time payment to the FLDOC in the amount of \$147,000 as full and final settlement of liquidated damages resulting from the above mentioned general contract audit from January 2005 to March 2006 (the "Released Claims"). Verizon agrees to forward payment within ten (10) days of receiving notice of an executed settlement letter signed by both parties.

Prior to payment of the Released Claim, Verizon requires that the FLDOC provide two (2) signed copies of this letter. By signing, the FLDOC discharges Verizon, its parents, subsidiaries, affiliates, agents, representatives, assigns, transferees, officers, directors and employees from any and all claims, causes of action, suits, damages, demands, obligations, and liabilities of every kind and nature whatsoever for, arising out of, or related to the Released Claims. This letter is not to be construed as an admission of liability by Verizon, or as an admission that Verizon has committed or engaged in any deceptive or unlawful act, violation, or breach of contract or duty imposed by law.

Further FLDOC acknowledges and agrees that, unless expressly stated to the contrary herein, it shall remain subject to the provisions of any existing contract between the FLDOC and Verizon and the FLDOC will not reveal in any manner the contents of this letter or the fact of this settlement or any matters pertaining to this settlement, which are not in the public domain unless such disclosure is required by law.

AS per 2 of 24



Upon signature, please return the two fully executed originals to my attention using the provided return overnight envelope. If you have any questions, or if I can be of any further assistance, please do not hesitate to call me at 210-484-3177.

This settlement offer shall remain open and capable of being accepted by the FLDOC until 2/16/07. Any and all prior offers made to the FLDOC whether oral or written shall be superseded by this offer.

Sincerely,

Keith R. Eismann  
Sr. Manager, Government Markets  
Verizon Business

**ACCEPTED AND AGREED TO:**

MCI COMMUNICATIONS SERVICES, INC.

State of Florida Department of Corrections

By:

By:

2-5-07

Name: \_\_\_\_\_  
Title: Suleiman Hessami \_\_\_\_\_  
          VP Pricing/Contract Management \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Stephen L. Grizzard  
Title: Chief of Facility Services  
Date: 1/23/07

DEPARTMENT OF CORRECTIONS  
APPROVED AS TO FORM AND LEGALITY

1-22-07  
GENERAL COUNSEL

A5 P 9 7 of 84



FLORIDA  
DEPARTMENT of  
CORRECTIONS

Governor  
**JEB BUSH**

Secretary  
**JAMES R. McDONOUGH**

*An Equal Opportunity Employer*

2601 Blair Stone Road - Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

November 29, 2006

Mr. Charles Parrish  
Technical Services Manager  
MCI Government Markets  
4550 NW 6<sup>th</sup> Street  
Gainesville, Florida 32609

Re: Liquidated Damages

Dear Mr. Parrish

Subsequent to our meeting on November 21, 2006, during which we discussed the liquidated damages and the possibility of MCI providing in-kind training to the Departments inmates in lieu of \$32,000.00 of the liquidated damages, you have responded that such training is not a viable option for MCI. That said the Department is seeking the \$115,000.00 which you agreed to in your letter to the Department dated October 26, 2006 and the additional \$32,000.00 for a total of \$147,000.00 in liquidated damages.

Within ten (10) days of the receipt of this letter, please forward a cashiers check payable to the Florida Department of Corrections in the amount of \$147,000.00.

Sincerely,

Stephen L. Grizzard  
Chief Bureau of Facility Services

Cc George Sapp, Assistant Secretary of Security and Institutional Management  
David Pridgen, Deputy Assistant Secretary of Institutions Support Services  
Delphine Hill, Bureau of Internal Audit

AS 11/29/06

**Hill, Delphine**

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**From:** Hill, Delphine  
**Sent:** Wednesday, April 11, 2007 2:28 PM  
**To:** Grizzard, Stephen  
**Subject:** FW: Request for Documentation of MCI payment for Liquidated Damages  
**Importance:** High  
**Attachments:** MCI LIQUIDATED DAMAGES\_00001.PDF

Steve,

FYI. I thought you may want a copy of the documentation of payment for your file.

Thanks,  
D. Hill

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**From:** Rivera, Brenda (CO)  
**Sent:** Wednesday, April 11, 2007 1:27 PM  
**To:** Hill, Delphine  
**Cc:** Deariso, Michael; McGavin, Ardell  
**Subject:** FW: Request for Documentation of MCI payment for Liquidated Damages  
**Importance:** High

Brenda L. Rivera  
*Department of Corrections*  
*Professional Accountant Specialist*  
*Finance & Accounting - General Revenue*  
*(850) 410 0785*  
*Suncom 210-0785*

---

**From:** Deariso, Michael  
**Sent:** Wednesday, April 11, 2007 11:23 AM  
**To:** Rivera, Brenda (CO)  
**Cc:** McGavin, Ardell  
**Subject:** FW: Request for Documentation of MCI payment for Liquidated Damages

Please pull the deposit and send a copy to Delphine.

---

**From:** Hill, Delphine  
**Sent:** Wednesday, April 11, 2007 10:37 AM  
**To:** Deariso, Michael  
**Cc:** Miller, Donald  
**Subject:** Request for Documentation of MCI payment for Liquidated Damages

Hi Dearsio,

How are you? Hope you are doing fine.

I am in need of documentation verifying payment from MCI for the settlement agreement of liquidated damages

5/4/2007

AS per 11 of 24 ✓

totaling \$147,000. Please send me information electronically verifying receipt of payment.

Should you have any questions, feel free to contact me at (850) 410-4603.

Sincerely,

Delphine C. Hill, CIA  
CMR Supervisor  
Bureau of Internal Audit  
Office of Inspector General

5/4/2007

A5 Pg 12 of 24

DRVRO1-06

REPORT OF VERIFIED TREASURY RECEIPTS  
FOR DEPOSIT VERIFIED ON 02/28/2007

03/01/07 07:51:14  
PAGE NUMBER 4

700000

*MCI - LIQUIDATED DAMAGES - DEC. '06*

TREASURY RCPT NO.

113089

SWDN E7000112415

DEPOSIT NO. C 02338

ACCOUNT CODE

70 10 1 000364 70031900 00 000118 00

GENERAL REVENUE-MAJOR INSTITUTI  
TELEPHONE COMMISSIONS

AMOUNT  
147,000.00

GENERAL REVENUE  
147,000.00

TRUST FUND  
0.00

WORKING CAPITAL  
0.00

DEPOSIT TOTAL  
147,000.00

*AS P# B 2/29*

*✓*





DTRR01-14 AS OF 02/27/07

DAILY INPUT BY SITE

DATE RUN 02/27/07  
PAGE 1

OPERATING ORGANIZATION 700000

SITE C9

TR TRDT	L2L5	EO	VER	GL	CAT	CFI	YR	AMOUNT	OBJECT	PDN	INVOICE	VENDOR ID	ETME				
VENDOR LONG NAME					OCA	USID	PPI	BPIN	GF	SF	FID	BE	IBI	QTY	SDN	ODN	
DESCRIPTION	SUB	VENDOR NO	SWDN	FTI	BI	STPGM	GRT	GY	CNTRT	CY	BFORG	BFOPT	BFOBJ	BFCAT	BFYR		
BFCFI	CKNO	CKDT	GRP	BAT	AB	FPI	AI	XFD	SGL	XGL	XOB	PID	EP	OFS	AU	MBI	
												CNT	UNIT	TME	SXGL	PROJECT ID	XCAT
30	02272007	068130000	S1	01	61325	000118	00	147000.00	010425	C02338	DEC.2006	F132745892061	104048				
	MCI COMM SERVICE						039639		10	1	000364	70031900	00	0.00			
	LIQUIDATED DAMGS				E7000112415	0		1602000000000000				00000042230	000000	000000			
		00000000			0	00000		00				0000	000000000000	00000000			

TOTAL OF PDN C02338 147000.00

TOTAL OF TR 30 147000.00

AS per report

2/27/2006 165 7000C02337 7000106000 630568 1062619 906012272003666 063620000053 \$34,020.00

ACH CREDIT CUR TRSF FR FLA0003068517891 WU FINANCIAL SVC;DES=WUFS ACH 1;ID=1062619 EFF DATE: 061227;INDN:FLORIDA DEPARTMENT OF

Mcode	Batch	Trace	Ck Digit	Class CD
X	0000025	021000028459160	7	PPD

Co Name: WU FINANCIAL SVC Co ID: 1222993574

Co Desc: WUFS ACH 1 Desc Date: 061226

TR Code: 22

Originator DFI: 02100002

Total Amount for DEPOSIT 7000C02337	\$34,020.00	Record Count 1
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2/27/2006 165 7000C02338 7000106000 630568 2000619899 906012272003667 063620000052 \$147,000.00

ACH CREDIT CUR TRSF FR FLA0003068517891 VZB ;DES=EFT PAYMNT;ID=2000619899 EFF DATE: 061227;INDN:FLORIDA DEPARTMENT OF CORRECTIONS PMT INFO THIS CORPORATE PMT CAN CONTAIN MULTIPLE LINES OF PMT INFORMATION FOR ASSISTANCE CONTACT TREASURY MANAGEMENT.

Mcode	Batch	Trace	Ck Digit	Class CD
X	0000011	122000033844613	7	CTX

Co Name: VZB Co ID: 1765850125

Co Desc: EFT PAYMNT Desc Date:

TR Code: 22

Originator DFI: 12200003

Total Amount for DEPOSIT 7000C02338	\$147,000.00	Record Count 1
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Called Jane Buys 1-800-289-5624  
1/10/07 @ 1:10 PM

Information is needed, for the ACH sent to us

Jane.buys@verizonbusiness.com

email sent to Jane Buys  
on 2/29/2007 @ 2:10 PM

AS 10 10 07



FLORIDA  
DEPARTMENT of  
CORRECTIONS

DATE  
FEB 03 01

NAME  
JAMES R. McDONOUGH  
TITLE  
Director

*In Reply, please reference*

201 Blair Street, Road • Tallahassee, FL 32309-1500

November 29, 2006

Mr. Charles Parrish  
Technical Services Manager  
MCI Government Markets  
4350 NW 6<sup>th</sup> Street  
Gainesville, Florida 32609

Re: Liquidated Damages

Dear Mr. Parrish:

Subsequent to our meeting on November 21, 2006, during which we discussed the liquidated damages and the possibility of MCI providing in-kind training to the Department's inmates in lieu of \$32,000.00 of the liquidated damages, you have responded that such training is not a viable option for MCI. That said the Department is seeking the \$115,000.00 which you agreed to in your letter to the Department dated October 26, 2006 and the additional \$32,000.00 for a total of \$147,000.00 in liquidated damages.

Within ten (10) days of the receipt of this letter, please forward a cashiers check payable to the Florida Department of Corrections in the amount of \$147,000.00.

Sincerely,

Stephen L. Grizzuti  
Chief Bureau of Facility Services

Cc George Sapp, Assistant Secretary of Security and Institutional Management  
David Bridgen, Deputy Assistant Secretary of Institutional Support Services  
Detphine Hill, Bureau of Internal Audit

AT 12 17 07 21

**Rivera, Brenda (CO)**

**From:** Darla Bruce [Darla.Bruce@fidfs.com]  
**Sent:** Monday, February 26, 2007 11:50 AM  
**To:** Rivera, Brenda (CO); Mercer, John E.; Deariso, Michael; Sehamyesh (Seham) Mesfin (E-mail)  
**Subject:** Old ach credits 7000  
**Importance:** High

You have several ach credits that are over 60 days old. We need to get these items posted onto flair. Please visit our website to obtain the needed information to post onto flair.

OLO	DATE	DEPOSIT NUMBER	AMOUNT
7000	12/14/2006	7000C00233 <i>done</i>	\$827.38
7000	12/14/2006	7000C00234 <i>done</i>	\$460.32
7000	12/27/2006	7000C02338	
\$147,000.00			

Thank you,  
Darla Bruce

*70-06-8130-000-61-010428*

*DOTR 30 for UCI, by U. Deariso instructions.  
Explanation: liquidation Demogca*

*F132745892061*

*A 5 14 12 9/24*

**Rivera, Brenda (CO)**

**From:** Buys, Jane L [jane.buys@verizonbusiness.com]  
**Sent:** Tuesday, March 27, 2007 9:22 AM  
**To:** Rivera, Brenda (CO)  
**Cc:** Deariso, Michael  
**Subject:** RE: Payment Received  
**Attachments:** LD FL DOCs 2006.pdf

Brenda:

I apologize for the delay, but I finally received feedback on the \$147,000 payment to Florida DOC. Attached is a letter from Stephen Grizzard requesting a total payment of \$147,000.00 in liquidated damages from Verizon Business/MCI.

Please let me know if you need any additional information.

Thanks.

**Jane Buys**

Service Manager  
Verizon Business  
Maximum Security  
v953-7441  
800-289-5624, ext. 7441  
502-429-7441 (Direct)  
502-429-4049 (Fax)  
Email: [jane.buys@verizonbusiness.com](mailto:jane.buys@verizonbusiness.com)

---

**From:** Rivera, Brenda (CO) [mailto:Rivera.Brenda@mail.dc.state.fl.us]  
**Sent:** Monday, February 19, 2007 2:15 PM  
**To:** Buys, Jane L  
**Cc:** Deariso, Michael  
**Subject:** Payment Received  
**Importance:** High

Please see attachment. You'll see your CO ID, Bank Trace #, etc.

Please let me know if you need further information.

Thanks for your help.

Brenda L. Rivera

3/27/2007

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*Professional Accountant Specialist  
Finance & Accounting - General Revenue  
(850) 410 0785  
Suncom 210-0785*

3/27/2007

AS PC 20 3 07

Contract #C1864  
Amendment # 3

**CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS**

**AND**

**MCI WORLDCOM COMMUNICATIONS, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and MCI Worldcom Communications, Inc., ("Contractor") to provide a statewide inmate telephone system ("ITS").

**This Amendment:**

- revises the end date of the Contract referenced in Section I., A., Contract Term;
- renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal;
- revises Section II., D., 2., Rate Requirements;
- revises Section III., A., Payment;
- revises Section IV., A., Department's Contract Manager;
- revises Section IV., C., Contractor's Representative;
- revises Section IV., Y., Performance Guarantee; and
- adds Section VII., CC., Products Available from the Blind or Other Handicapped (RESPECT).

Original Contract period:	June 1, 2001 through May 31, 2006
Amendment # 1:	January 18, 2002 through May 31, 2006
Amendment # 2:	January 29, 2003 through May 31, 2006

In accordance with Section V., **CONTRACT MODIFICATION**, the following changes are hereby made:

1. Section I., A., Contract Term, is revised to read:

A. This Contract began June 1, 2001, and shall end at midnight on May 31, 2007.

This Contract is in its first renewal year.

2. Section II., D., 2., Rate Requirements is revised to read:

2. Rate Requirements

Any rates, surcharges, operator fees or any other amounts, charged to the billed party by the Contractor, shall comply with all applicable regulations, tariffs and rules of the appropriate regulatory authority. Local and local extended area service calls shall be billed at the same rate as local operator-assisted collect calls. Rates and call surcharges charged to the called party shall be as listed below:

	<u>Per Call Surcharge</u>	<u>Rate Per Minute</u>
Local	\$1.30	\$ 0.000
IntraState	\$1.30	\$ 0.195
InterState	\$1.30	\$ 0.195

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Contract #C1864  
Amendment # 3

Any rate changes, surcharge changes, and tax changes shall be communicated in writing to the Department's Contract Manager, Accounting, five days prior to the change. If the Contractor does not comply with this requirement, liquidated damages pursuant to Subsection 7.30 of Department's Request For Proposal # 00-DC-7295 will be applied.

3. Section III., A., Payment, is revised to read:

A. Payment

The Contractor will compensate the Department at a commission rate of thirty-three percent (33%) of gross revenues. This commission rate is effective on June 01, 2006 (start date of the renewal term). Payment of the commission amount shall be tendered to the Department by electronic funds transfer (EFT) to a specified Department account within thirty (30) days after the final day of the Contractor's regular monthly billing cycle.

The surcharges/rates in Section II., D., 2., shall be applicable to renewal year one only. Should the Department elect to renew the Contract for the 2<sup>nd</sup> renewal term, rates and surcharges will be reviewed and negotiated prior to renewal in the best interest of the State.

4. Section IV., A., Department's Contract Manager, is revised to read:

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Stephen Grizzard, Chief  
Bureau of Facility Services  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Telephone: (850) 410-4111  
Fax: (850) 922-0027  
Email: [grizzard.stephen@mail.dc.state.fl.us](mailto:grizzard.stephen@mail.dc.state.fl.us)

The Contract Manager will perform the following functions:

1. Serve as the liaison between the Department and the Contractor;
2. Evaluate the Contractor's performance;
3. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
4. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator:

1. Verify receipt of deliverables from the Contractor;

Contract #C1864  
Amendment # 3

2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Local Contract Coordinator for this Contract will be:

William Dupree, Communications Technician II  
Facility Services  
Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, FL 32399-2500  
Telephone: (850) 410-4110  
Fax: (850) 922-0227  
E-mail: [dupree.william@mail.dc.state.fl.us](mailto:dupree.william@mail.dc.state.fl.us)

The Local Contract Coordinator for **Accounting** will be:  
Mike Deariso, Finance and Accounting  
Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, FL 32399-2500  
Telephone: (850) 922-9836  
Fax: (850) 488-1196  
E-mail: [deariso.mike@mail.dc.state.fl.us](mailto:deariso.mike@mail.dc.state.fl.us)

5. Section IV., C., Contractor's Representative, is revised to read:

A. Contractor's Representative

Chuck Parrish, Technical Services Manager  
Verizon Business, Southeast Region  
75 SW 2nd Ave  
Lake Butler, FL 32054  
Telephone: (386) 496-1586  
Cell: (386) 623-0668  
Fax: (386) 496-8005  
Email: [charles.parrish@mci.com](mailto:charles.parrish@mci.com)

6. Section VII., Y., Performance Guarantee, is revised to read:

Y. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee equal to \$1,000,000.00. The form of the guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check made payable to the Department. The guarantee shall be furnished to the Contract Manager, Operations within thirty (30) days after execution of this Amendment.

7. Section VII., CC., Products Available from the Blind or Other Handicapped (RESPECT), is added to read:

CC. Products Available from the Blind or Other Handicapped (RESPECT):

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Contract #C1864  
Amendment # 3

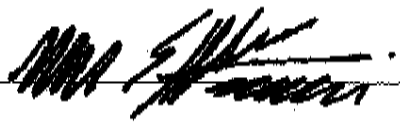
The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

This Amendment shall begin on the date on which it is signed by both parties.

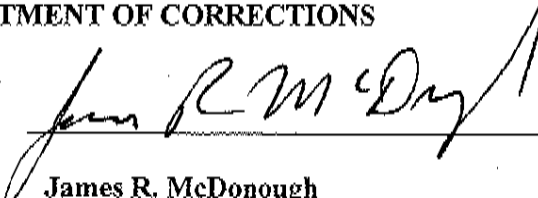
All other terms and conditions of the original Contract and previous Amendments remain in full force and effect.

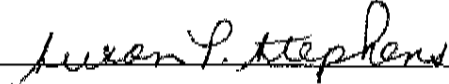
IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
**MCI WORLDCOM COMMUNICATIONS, INC.**

SIGNED BY:   
NAME: Suleiman Hessami  
          VP Pricing/Contract Management  
TITLE: \_\_\_\_\_  
DATE: 5/12/06  
FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

SIGNED BY:   
NAME: James R. McDonough  
TITLE: Secretary  
          Department of Corrections  
DATE: 26 May 06

SIGNED BY:   
NAME: \_\_\_\_\_  
TITLE: General Counsel  
          Department of Corrections P.F.  
DATE: 4-20-06

*Handwritten note:* A5 pg 24 of 24