

AUTHORIZATION OF FINANCIAL AGENT
AND
TERMS OF PERFORMANCE

**BUREAU OF PRISONS
TRUST FUND ACCOUNTING AND COMMISSARY SYSTEM**

In furtherance of its role in managing the disbursement and collection mechanisms of the United States Treasury, the Financial Management Service ("FMS") authorizes Financial Institutions to provide various services in their capacities as Depositories and Financial Agents of the United States.¹ **Bank of America, N.A.** ("Financial Institution") has been selected to be authorized as a Financial Agent to provide services associated with the Federal Bureau of Prisons (BOP) Trust Fund Accounting and Commissary System (TRUFACS), and the Financial Institution has agreed to provide these services. Therefore, FMS and the Financial Institution (the "Parties") agree as follows:

1 GENERAL DESCRIPTION OF TRUFACS

TRUFACS will allow the BOP Central Office and prison sites to electronically manage inmate trust fund monies from the time inmates enter the Federal prison system until their release. The TRUFACS system will also manage all operations of the trust fund for the benefit of the inmates.

TRUFACS is a consolidated system that will integrate BOP Central Office operations with the accounting and management at all the Federal prisons. TRUFACS will maintain a universal account for each inmate, maintain accounting for prison commissary sales and inventories, interface with the SENTRY (inmate tracking) system, interface with the Inmate Telephone System (ITS II), and produce all necessary financial and fund balance reports. In addition, TRUFACS will also provide real-time access to data for inventory reports, inmate account reports, trust fund management reports, and vendor activity reports.

The Financial Institution will build and operate the TRUFACS system, including design, development, testing, deployment, upgrades, training, planning, risk management, maintenance, support, and on-going management.

2. AUTHORIZATIONS AND REPRESENTATIONS

The Financial Institution, as a Financial Agent of the Government, agrees to perform all services set forth, incorporated, or otherwise identified herein in accordance with the terms and conditions set forth, incorporated, or otherwise identified herein, and any properly executed attachments, supplements, and/or modifications hereto. The Financial Institution represents and warrants that it meets the class and eligibility requirements of a Financial Agent of the Government as stated in 31 C.F.R. Part 202.

FMS relies upon the Financial Institution's stated warranty and authorizes the Financial Institution to act as Financial Agent of the Government for the performance of required services.

¹ Pursuant to Section 265 of Title 12, United States Code, 31 C.F.R. Part 202, and other authorities, see e.g., 12 U.S.C. § 90, 12 U.S.C. § 266, 12 U.S.C. § 391, 12 U.S.C. § 1464(k), 12 U.S.C. § 1789a, 31 U.S.C. §§ 3301 and 3302.

3 SERVICES TO BE PERFORMED

A description of the services to be performed by the Financial Institution, together with requirements for performance and delivery, are contained in Attachment A, "TRUFACS Services to be Performed," Attachment B, "Timetable," and Attachment D, "Service Level Agreement." The Financial Institution agrees to provide those services in accordance with the terms of this Agreement. Attachments A, B, C, D, E, and F are incorporated into this Agreement.

The Financial Institution may subcontract the performance of required services only with the prior written consent of FMS. At the signing of this Agreement, FMS has approved Advanced Technologies Group, Inc. (ATG) of Des Moines, IA, and DynCorp Information Systems of Chantilly, VA, as subcontractors.

4. SOFTWARE

The Financial Institution shall grant or obtain for FMS and the BOP an irrevocable license to use, duplicate, create derivative works from, or modify all TRUFACS software in whole or in part, and to permit others to do so, for any governmental use consistent with BOP trust fund purposes.

The Financial Institution shall ensure that all TRUFACS software is developed in accordance with an industry standard software methodology.

The Financial Institution shall ensure that, for all TRUFACS software, a copy of all source code and all necessary explanatory technical information and documentation is held on deposit by an third party escrow agent. The Financial Institution shall ensure that the deposit will be released if the licensee or developer becomes bankrupt, goes out of business, fails to provide agreed upon service or maintenance, fails to provide modifications necessary to and requested by BOP, or otherwise fails to perform as agreed. The Financial Institution shall ensure that the deposit is updated as necessary as software is changed or upon a new release of software. The Financial Institution shall ensure that the deposit is properly insured.

The Financial Institution acknowledges that the BOP's operational needs and legal requirements in administering the Federal prison system may change over time, and that as a result modifications to the TRUFACS system may be needed. The Financial Institution shall ensure that all vendors developing TRUFACS system software will be contractually required to make functional changes deemed reasonably necessary by BOP, consistent with the funding arrangements and timetable of this Agreement.

5. DATA

The Financial Institution shall maintain an off-site storage vault to archive all TRUFACS data, databases, and data outputs generated under this Agreement. FMS and BOP shall have unlimited rights to all data, databases, and data outputs generated from TRUFACS and/or produced as a result of this Agreement. The Financial Institution shall provide FMS and BOP with all software and software licenses necessary to access such data.

OTHER WORK PRODUCTS

ATTACHMENT D
SERVICE LEVEL AGREEMENT

The Financial Institution shall be held accountable to the following Service Level Agreement (SLA) for the duration of this Financial Agency Agreement.

This SLA includes all TRUFACS software applications installed by the Financial Institution on the BOP servers, except such software specifically excluded by the BOP in writing.

2. This SLA excludes:
 - a. System maintenance scheduled downtime between 2:00 a.m. and 5:00 a.m. at the relevant prison facility or such other times as may be mutually agreed between the BOP and the Financial Institution.
 - b. Workstation hardware.
3. A 30-day grace period exists after installation at each site before this SLA applies.
4. Financial Institution shall provide support and help from its facilities and operating locations from 6:00 a.m. to 6:00 p.m. CT each business day. After 6:00 p.m. CT support shall be provided remotely via pager and cell phone. Financial Institution shall have a call escalation process to ensure a prompt response to BOP calls 24 hours per day, 365 days per year.
5. The BOP will establish the priority level of each trouble ticket at the time it is opened. During investigation of the trouble ticket, the BOP may change the priority level based on the nature of the problem and its overall impact.
6. Upon notification from the BOP that a database server needs to be replaced, the Financial Institution shall go to the affected prison facility within six (6) hours (subject to weather and flight availability). The Financial Institution shall notify the BOP Central Office immediately after the system is running again. Travel expenses and labor for such trips are covered as part of the Financial Institution's regular base compensation.
7. The Financial Institution shall support and troubleshoot all problems until they have been remedied, including all software malfunctions and "bugs."
8. BOP personnel will close all trouble tickets and make an assessment regarding accountability and the application of this SLA. The BOP will have final determination for payment of bonuses and penalties.
9. The bonuses and penalties related to this SLA are contained in Attachment C of the Agreement.

FMS and the BOP shall have unlimited rights to use work products, other than software code and data (which are addressed above), for Government purposes, including but not limited to designs, plans, manuals, documentation, and specifications, produced in connection with TRUFACS and/or produced as a result of this Agreement.

7. COMPENSATION

FMS will compensate the Financial Institution for providing the services set forth, incorporated, or otherwise identified herein in accordance with Attachment C, "Compensation."

8. INSPECTION AND AUDITS

The Financial Institution and any subcontractors shall maintain, and FMS shall have the right to inspect and audit, books or records sufficient to properly document all costs incurred and activities undertaken in the performance of the financial agency services, including records supporting all claims for compensation. This right of inspection shall include the right to inspect at reasonable times all parts of the Financial Institution's or any subcontractor's facilities engaged in performing the financial agency services. The purpose of such inspections shall include, but not be limited to, assuring that representations regarding capabilities to provide specified services are accurate, and auditing the activities and documents involved with providing the financial agency services. The Financial Institution shall retain such records for a period of seven (7) years.

9. PRIVACY ACT AND INFORMATION SECURITY

The Financial Institution shall comply with the Privacy Act of 1974, 5 U.S.C. § 552a (the "Act"), and the agency regulations issued under the Act, in the design, development, and/or operation of any system of records on individuals or businesses which accomplishes an agency function. Violation of the Act may involve the imposition of criminal penalties. Any information made available to the Financial Institution or a subcontractor shall be used only for the purpose of carrying out the provisions of this Agreement and shall not otherwise be divulged or made known in any manner to any person except as may be required by law.

It is incumbent upon the Financial Institution to inform its officers and employees to whom information is or may be disclosed of the penalties for improper disclosure imposed by the Act. Specifically, 5 U.S.C. § 552a (I)(1) which is made applicable to the Financial Institution by 5 U.S.C. § 552a(m), provides that any officer or employee of the Financial Institution who, by his/her employment or official position, has possession of or access to agency records, the disclosure of which is prohibited by the Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more that \$5,000. The Financial Institution shall quarterly advise all staff working on the TRUFACS project of these requirements.

The Financial Institution agrees to comply with the Act and the agency regulations issued under the Act, in the design, development, and/or operation of any system of records on individuals or businesses which accomplishes an agency function, and to include language essentially the same as that contained in the previous paragraph in any subcontract when the work requires the design, development, or operation of a system of records on individuals or businesses that is subject to the Act.

The Financial Institution shall comply with The Computer Security Act of 1987, Public Law 100-235, and all applicable standards and regulations established under it.

10. TRANSFER OF AGREEMENT

Sale or transfer of this Agreement is prohibited. However, the U.S. Government may recognize a third party financial institution as a successor in interest to this Agreement if it is determined by FMS that it is in the best interest of the Government to do so. Factors that will be used to make this determination include, but are not limited to, whether an interest arises out of the transfer of all of the Financial Institution's assets or the entire portion of the assets involved in performing this agreement, and assumption of any liabilities not otherwise provided for.

11. AGREEMENT NOVATION FOR MERGERS AND ACQUISITIONS

This section shall apply if the Financial Institution is acquired by or merges with a third party financial institution. The provisions of this section do not guarantee that an acquisition or merger of the Financial Institution will entitle the third party financial institution to assume the obligations set forth under this agreement.

In a situation where the nature of the legal obligations between the Financial Institution and FMS will change due to a merger or acquisition of the Financial Institution by a third party financial institution, the Financial Institution shall give written notice of the proposed merger or acquisition to FMS as soon as legally possible, but before becoming public knowledge. In this event, FMS may initiate novation proceedings to substitute the obligations of this agreement with new obligations established under a new agreement with a qualified financial institution.

FMS reserves the right to examine the third party financial institution that acquired or merged with the Financial Institution to determine its acceptability as the new Financial Institution. If such a selection is made, the new Financial Institution agrees to abide by all provisions of this agreement and shall continue operations and performance as if there were no interruption in parties to the agreement.

In the event that the third party financial institution is not selected, the current Financial Institution shall act in good faith to assist the FMS to ensure the smooth transition of processing to a successor financial institution. All terms and conditions identified under Section 15 "Transition Services" shall apply.

12. AMENDMENT

FMS may amend this Agreement at any time by written notification to the Financial Institution. If an amendment causes an increase or decrease in the cost of, or the time required for, performance of any part of the services required by this Agreement, FMS will make an equitable adjustment in the Financial Institution's compensation, and the Agreement will be modified accordingly.

The Financial Institution may submit a claim under the foregoing subsection, in writing, within 30 days from the date of the receipt of the written change notification or the date of the implementation of the change, whichever is earlier, unless FMS concurs in writing to a later submission. Any claim shall be accompanied by a certification signed by a senior Financial

Institution official that (1) the claim is made in good faith, and (2) to the best of the Financial Institution's knowledge and belief, the claim includes only the direct costs which the Financial Institution expects to incur pursuant to the terms and conditions of the amendment.

FMS in consultation with the BOP may suspend this Agreement, if such suspension exceeds thirty (30) days and occurs prior to the acceptance of the second pilot site, then the Financial Institution shall receive its next scheduled payment based on the Schedule for System Design in Attachment C, Compensation.

13. TERMINATION OF FINANCIAL AGENCY

FMS may terminate this Agreement and the services performed thereunder at any time by written notification to the Financial Institution.

If FMS terminates this Agreement, the Financial Institution shall be entitled to submit a claim for equitable compensation of its documented costs. The claim shall be accompanied by supporting documentation and a certification signed by a senior Financial Institution official that (1) the claim is made in good faith, (2) supporting data are accurate and complete, and (3) the amount requested consists only of the actual costs incurred by the Financial Institution pursuant to the terms and conditions of this Agreement.

14. TERM OF FINANCIAL AGENCY

This financial agency shall commence on the date of full signature of this Agreement and shall remain in effect through 2004, with five (5) one-year renewal options, not including any period of transition services required under Section 15, "Transition Services." FMS may, in its sole discretion, exercise the renewal options at any time by giving a 60-day written notice to the Financial Institution.

15. TRANSITION SERVICES

The Financial Institution recognizes and agrees that the services provided in connection with this Agreement are vital to FMS and the BOP and shall be continued without interruption, and that upon expiration or termination of this agreement for any reason FMS and/or the BOP may choose a successor other than the Financial Institution. The Financial Institution agrees to continue performance of all services in good faith, at its then current rates of compensation, during the process of selecting and/or transitioning services to a successor to the Financial Institution. The Financial Institution agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to its successor.

FMS shall determine the duration of any transition period, not to exceed three (3) years. Upon written notice from FMS, the Financial Institution shall work in good faith with the successor and the BOP to develop a plan detailing the transition services, procedures, and timelines necessary to maintain continuity of service while the Financial Institution phases out its services and the successor phases in its services. The plan shall be subject to the approval of FMS. The Financial Institution shall provide the transition services identified in the plan, and shall provide experienced personnel during the transition period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

16. EXTERNAL COMMUNICATIONS AND NONDISCLOSURE

The Financial Institution may reveal information about the existence of this Agreement and the general nature of the services provided under it. However, the Financial Institution shall not (1) issue a press release in connection with this Agreement or the services provided under it, (2) participate in or promote any print or electronic news media stories related to this Agreement or the services provided under it, or (3) reveal any information in any way about TRUFACS or the BOP business processes, security, operations, organization, plans, architectures, software functionality, decision making, or documents, without prior written approval from FMS or BOP

The Financial Institution shall inform and remind its all employees working on the TRUFACS project of these nondisclosure requirements at least quarterly. Prior to disclosing or releasing any information to subcontractors or suppliers, the Financial Institutions shall require such subcontractors or suppliers to agree in writing to abide by these external communications restrictions and nondisclosure requirements.

17. ACCEPTANCE

The signing of this document by authorized officials of the Financial Institution and FMS forms a binding commitment obligating performance by the parties in accordance with the terms of this document or any properly executed modifications hereto.

By their signing, the signatories represent that they possess the authority to bind their respective organizations to the terms of this document.

IN WITNESS WHEREOF the parties by the following officers or employees agree to the terms and conditions herein set forth:

5/3/00
Date


Gary Grippo
Director, Electronic Commerce
Financial Management Service

5/3/00
Date

(b) (6)

Stephen C. Herndon
Senior Vice President
Bank of America

ATTACHMENT A

TRUFACS SERVICES TO BE PERFORMED

The Financial Institution acknowledges and agrees that the TRUFACS system is vital to the operation of the Federal prison system,

The Financial Institution shall provide for and manage the TRUFACS system which will include, but not be limited to, design, development, testing, deployment, upgrades, training, documentation, planning, risk management, contingency, security, operations, maintenance, service, and support.

GENERAL

The Financial Institution shall:

1. Design the TRUFACS system, with input and guidance from the BOP and FMS.

TRUFACS System Design. TRUFACS will replace BOP's Trust Fund System, which delivers financial services, a closed and controlled retail environment, and telephone system services to inmate populations at BOP facilities. The TRUFACS system will, at a minimum, support eight BOP business processes:

- a. Maintain qualified inmate trust fund balances
 - b. Maintain inventory levels of commissary goods at each BOP facility
 - c. Maintain management information
 - d. Notify management of exception conditions
 - e. Transact goods and services for inmates
 - f. Provide technical support
 - g. Manage parameters, restrictions and security
 - h. Fulfill specific miscellaneous requirements.
2. Deploy the TRUFACS system at all facilities identified by the BOP.
 3. Operate and maintain the TRUFACS system on a day-to-day basis, including the operation and maintenance of all hardware, software, networking components, and the support services necessary to sustain such components, including, but not limited to, maintaining an uninterrupted power source, disk space, event logs, and other scheduled tasks.
 4. Ensure the proper functioning of all new or modified hardware, software, and networking components prior to live implementation.
 5. Maintain and implement a risk management plan which identifies, ranks, and provides mitigation strategies for all the potential risks associated with system design, system development, system operations, system security, and vendor performance.
 6. Develop and maintain contingency operations plans, based on the risks identified in the risk management plan.
 7. Provide complete documentation on all aspects of system, including but not limited to

documentation on:

- a. Master project plans for the overall system lifecycle
 - b. Sub-master project plans for the components of the system
 - c. System functional requirements
 - d. System designs and detailed hardware, software, and networking specifications
 - e. Concept of operations
 - f. Standard operating procedures
 - g. System configurations
 - h. End user manuals and troubleshooting guides
 - i. Training and education materials
 - j. Risk management plan
 - k. Contingency plan
8. Maintain a complete documentation archive with all system documents produced in connection with TRUFACS.
 9. Provide complete training and education to the BOP Central Office staff, including to those using hardware, software, network infrastructure, databases, reports, and other components of the system.
 10. Provide complete customer service, support, and troubleshooting to the BOP Central Office staff, including hardware, software, network infrastructure, databases, reports, and other components of the system.
 11. Provide customer service, support, and troubleshooting to individual prison sites in accordance with the requirements specified in the "Service Level Agreement," Attachment D.
 12. Provide the BOP and FMS with regular written management reports on the status and performance of the system.
 13. Provide other routine services directly related to the use of TRUFACS and necessary for the day-to-day operation of the system.
 14. Provide for a change control process.

MANAGEMENT

The Financial Institution shall ensure that the following functions, at a minimum, are provided for with experienced, trained personnel to ensure smooth operation and management of TRUFACS during the life of this Agreement.

1. Program Manager, to provide overall program and relationship management and to ensure the delivery of all services required under the Agreement.
2. Project Manager, to provide for day-to-day operations, reporting, supervision, security, testing, risk monitoring, and problem resolution
3. Technology Specialist, to provide technical expertise in hardware, software, networking, and system architecture

- 4 Quality Assurance and Communication Analyst, to ensure proper communication, scheduling, planning, reporting, training, and information dissemination and management.
- 5 Administrative Assistance, to provide office support functions and recordkeeping compliance.

FMS and the BOP shall have the right to review and approve or reject the Financial Institution's choices for key personnel functions under this Agreement, including but not limited to program managers, project managers, and lead software engineers.

NETWORK INFRASTRUCTURE

The Financial Institution shall provide for necessary networking infrastructure, including but not limited to routers, switches, network management stations, and firewalls, to connect all TRUFACS installations around the country, making use of the existing BOP Wide Area Network backbone.

SYSTEM

The Financial Institution shall implement the TRUFACS system consistent with Attachment F "TRUFACS Proposal," but in accordance with other detailed designs, specifications, and requirements developed jointly by the Financial Institution, BOP, and FMS.

All hardware and software and secure data locations must be dedicated to processing only TRUFACS information and transactions.

The Financial Institution shall ensure that an appropriate level of security is established for TRUFACS services, consistent with Treasury Directive TD P71-10, Department of Treasury Security Manual. In addition, the Financial Institution shall ensure that all personnel security checks and background investigations comply with the established BOP standards.

FAILURE OF SUBCONTRACTOR TO DELIVER

Consistent with the provision of this Attachment and the Agreement, the Financial Institution will mitigate the risk of subcontractor performance and delivery by placing the software source code in escrow, reviewing the software development methodology, performing comprehensive testing and quality assurance, maintaining appropriate management controls and oversight of subcontractors, and taking other steps the Financial Institution deems necessary in fulfilling its obligations under this Agreement.

The Financial Institution acknowledges that it is solely responsible for ensuring each subcontractor performs in accordance with the provision of its subcontract with the Financial Institution. If, however, any subcontractor fails or refuses to perform its obligations under its subcontract with the Financial Institution, FMS and the Financial Institution agree that it is in their mutual interest to work in good faith to solve the problem and/or find an alternative subcontractor.

LIABILITY

The Financial Institution shall not be liable for any failure or delay caused by any natural disaster or emergency condition that makes it impossible or physically dangerous for the Financial Institution to

perform its obligations under this Agreement. The Financial Institution shall not be liable if FMS or the BOP, through any negligent action, causes a failure or delay.

The Financial Institution shall not be liable for any failure to act if it reasonably believed that its action would have violated any law, rule, or regulation.

The Financial Institution shall be liable to FMS and the BOP only for direct damages caused by the failure or delay of the TRUFACS system.

ATTACHMENT B

TIMETABLE

The Financial Institution, with support from the BOP for those milestones for which there is a BOP dependency, shall perform the services set forth, incorporated, or otherwise identified in this Agreement in accordance with the following general timetable:

2Q 2000	<ul style="list-style-type: none"> Arrange for subcontractors Project kickoff meetings Assess software methodology Define system hardware requirements Develop scope (specification) document
3Q 2000	<ul style="list-style-type: none"> Approval of scope (specification) document Identify all necessary system reports Develop conversion strategy to new system Conduct central office training Obtain initial hardware Establish central processing site
4Q 2000 – 1Q 2001	<ul style="list-style-type: none"> Test products and interfaces Deliver test code to BOP Develop testing methodology Develop test plan Develop pilot strategy Develop field deployment strategy Conduct component and subsystem testing Establish institutional communications plan with prisons Develop training curriculum and conduct train-the-trainer sessions Conduct component integration testing Conduct quality assurance testing Conduct performance testing Conduct prison site verifications
1Q 2001 – 2Q 2001	<ul style="list-style-type: none"> Accept software by BOP Conduct user acceptance testing Conduct pilot team training Conduct institutional communications Provide system performance monitoring Pilot deployment at 3 sites Conduct pilot assessment Develop field deployment strategy
2Q 2001– 4Q 2002	<ul style="list-style-type: none"> Deliver post pilot updates Conduct post pilot testing Conduct institutional training Conduct deployment review and assessment Operational field deployment

ATTACHMENT C

COMPENSATION

BASE COMPENSATION

The Financial Institution shall receive an amount not to exceed \$14,400,000 plus travel expenses and other expenses approved by FMS in writing prior to contractual commitment to perform all services set forth, incorporated, or otherwise identified in the Agreement and its Attachments over the base years of the Agreement, in accordance with the following:

The Financial Institution shall receive (b) (4) for program management, planning, and execution, apportioned over the base years as follows:

2000	(b) (4)
2001	(b) (4)
2002	(b) (4)
2003	(b) (4)
2004	(b) (4)

The Financial Institution shall be reimbursed for direct travel expenses, with lodging expenses and miscellaneous and incidental expenses subject to the Federal Government maximum per diem amounts.

The Financial Institution shall receive an amount not to exceed (b) (4) for networking infrastructure deployment and maintenance, apportioned over the base years as follows:

The Financial Institution shall receive (b) (4) for system design, deployment, testing, and pilots with the amounts paid as follows:

Signing of Agreement	(b) (4)
Approval of Scope Document	(b) (4)
Delivery of Test Code	(b) (4)
Installation at First Pilot Site	(b) (4)
Acceptance at First Pilot Site	(b) (4)
Acceptance at Second Pilot Site	(b) (4)

Compensation for operations, maintenance, service, and support over the base years of this Agreement will be (b) (4) as specified in Attachment E.

Only the BOP, in its sole discretion, can accept the software component of this Agreement. Both FMS and the Financial Institution must receive written notification of the acceptance in order for the acceptance to be effective.

The Financial Institution must submit invoices monthly, with itemized breakouts based on the categories above, prior to receiving any compensation payments.

The Financial Institution must obtain written approval from FMS before entering into any third party

agreements that entail on-going financial obligations directly related to the TRUFACS project that exceed one year in duration, including but not limited to service agreements and leases.

OPTION YEARS

For each option year, the Financial Institution shall receive compensation to perform all services as the Parties may agree. However, the Financial Institution agrees that it will continue operations for up to two years at five (5) percent yearly increments until such an agreement is reached.

BONUSES AND PENALTIES

The Financial Institution shall receive monthly bonuses or increases in its compensation and monthly penalties or decreases to its compensation, in accordance with the following chart on system down time and the number of trouble tickets. However, the maximum monthly penalty shall not exceed

(b) (4)

Description	Metric	Acceptable	Bonus	Penalty	Rate	
System Down Time						
BOP Wide Average	1 Less than 1 hour		X		(b) (4)	
	2 Between 1 and 2 hours	X				
	3 Greater than 2 hours			X		
Site exceeds 24 hours	4 1 Site			X		
	5 2 Sites			X		
Number of Trouble Tickets						
BOP Wide Average	6 Less than .5		X			
	7 Between .5 and 1	X				
	8 Greater than 1			X		
Sites exceeding 5	9 1 Site			X		

Definitions:

BOP Wide Average is the total number of downtime site hours (or trouble tickets) per month divided by the total number of installed sites.

BOP Site is any institution, MSTC, or Central Office.

Downtime is the inability of any user to perform a critical business function. Penalties will be applied at the discretion of the BOP based on the inability to perform critical functions.

Example:

BOP Sites Implemented = 25
 BOP Wide Average = .85 hours downtime
 Sites exceeding 24 hours = 2
 BOP Wide Average = .36 Trouble Tickets
 Sites exceeding 5 Tickets = 2

Bonus = (b) (4)
 Penalty = (b) (4)
 Bonus = (b) (4)
 Penalty = (b) (4)
 Net Penalty = (b) (4)

ATTACHEMENT E
COMPENSATION FOR
SYSTEM DEPLOYMENT, MAINTENANCE, AND SUPPORT
[ATTACH UPDATED SPREADSHEET]

ATTACHMENT F
TRUFACS PROPOSAL