

STATEMENT OF WORK (SOW)
FOR
DELIVERABLES-BASED INFORMATION TECHNOLOGY
SERVICES



***Automation of Financial
Regulatory Business Processes***

ALECS, Examination & Compliance

September 9, 2015

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Automation of Financial Regulatory Business Processes is a Statement of Work under the DBITS between Sistema Technologies, Inc. (Sistema or Vendor) and the Office of Consumer Credit Commissioner (OCCC), signed April 8th, 2016, pursuant to the DIR DBITS “DIR-SDD-1998” between the State of Texas, acting by and through the Department of Information Resources and Sistema.

1. Introduction

This Statement of Work (SOW) is intended to define the scope of work expected for the automation and transformation of examination and compliance functions under the Office of Consumer Credit Commissioner (OCCC). These functions will integrate with OCCC's existing web application, *Application, Licensing, Examination and Compliance System (ALECS)*. ALECS is a cloud based system utilizing the .net MVC framework. ALECS uses SQL Server Reporting Services to manage reports for the agency. Once signed by both parties, this finalized document, in addition to documents submitted in response to this SOW by Sistema (Response to Automation of Financial Regulatory Business Processes – ALECS, Examination and Compliance) constitute the agreement of the parties.

2. Background

The OCCC has already automated OCCC licensing and registration processes and to allow web based application and management of licenses, registrations, and user accounts. Using this application, called ALECS, the OCCC issues 6 different business licenses, 1 occupational license and 3 registrations. Additional regulatory and compliance processes are still paper-based and labor intensive making them prone to delays and inefficiencies inherently associated with non-automated processes. Compliance examinations are performed on the business licenses. Investigations and compliant resolution may be performed on either licensed or regulated businesses.

As such, OCCC is seeking a qualified vendor to perform the assessment, implementation and support of the transformation and integration of these processes into the OCCC web application ALECS. The expectation for this engagement is for the qualified vendor to develop an enterprise level solution that will integrate with OCCC's existing licensing application and be responsible for all aspects of the Software Development Life-Cycle (SDLC) such as: requirements analysis, design, development, testing, deployment, training, documentation and production support and maintenance. Data collected through this system is considered to be confidential and all industry standard security measures should be implemented by the selected vendor to ensure secure operations.

3. Scope

The following business functions and features are considered to be part of the scope of deliverables for the automation of the business functions under OCCC's domain.

Sistema and OCCC performed detailed requirements gathering sessions, and have developed a series of use cases that define the detailed scope of this project. These use cases are listed in the

Appendix D. Both parties agree that the use cases listed in Appendix accurately describe the scope of this project. The parties further agree that items not included in the use cases described in Appendix D, is out of scope.

Sistema and OCCC agree that Examination and Examination Scheduling require further discussion on functionality. Sistema and OCCC agree to work on these after kick off, and to make a good faith effort to ensure that the overall price remains the same.

3.1 Business Functions

No.	Business Functions	Description
1	Examinations	Workflow that will manage the exam for its entire life cycle, including scheduling, conducting, creating document shells, processing, reviewing closing, and record retention. Exam documentation can be extensive and must be compressed for storage.
2	Complaint and Investigation Management	A portal to allow the public to submit complaints online, as well as input by internal users if received by mail or phone and a workflow to process the complaint/investigation through its lifecycle to resolution and record retention. Complaint and investigation documentation can be extensive, often including multiple images at high resolution, and must be compressed for storage.
3	Collection of financial data from licensees	Licensees are required to report a variety of complex information that may be confidential. The portal for reporting and validating this data will use the exiting licensee accounts, and will manage the data through its lifecycle, including record retention.
4	Public Information Requests	The majority of data fields in ALECS must be available to internal agency users through flexible reports. Internal users will need to pull these reports to provide information to the public. In addition, data entry and application screens must render for easy printing. Where applicable, documents housed in user accounts should be printable in batches.

5	Internal Housekeeping	Including reporting, workflow notification, and automated data processes.
6	Help Desk Support	During business hours for agency users, for one year after implementation.
7	Application Maintenance and Support	For one year after implementation with 2 optional additional years.

3.2 Features and capabilities

No.	Features and capabilities	Description
1	Security	Appropriate for confidential information conforming to all DIR standards and requirements.
2	Workflow Automation	To automate applicable agency business processes and/or provide screens to allow users to perform transactions where there is no automation.
3	Internal Document Management	Most single record screens should render for printing. Records with multiple uploads should have the ability to print any or all of the document at the same time. Document compression must be built in for upload documents. Record retention must be included to delete records and documents at the appropriate time.
4	External Document Management	The OCCC currently uses a non-integrated instance of Documentum but may consider document management to interface with ALECS.
5	Interfaces (types, number, priority, etc.)	May interface with the Consumer Financial Protection Bureau (CFPB) and the National Mortgage Licensing System (NMLS).
6	Reporting and Business Intelligence & Analytics	Routine reports as well as capabilities for robust ad hoc reporting.
7	Disaster Recovery and Business Continuity	Business standard, provided offsite.
8	User training, documentation, and FAQs	Training materials must be delivered to OCCC for use beyond the end date of the project. All standard database and programming documentation should be provided.

3.3 Project-Based Services

- Scope of work
 - As stated earlier, this scope of work is to develop new functionality that integrates with the existing self-serve portal that automates the indicated OCCC business functions under section 3.2. The vendor is responsible for providing the resources and expertise required to implement and support the requested system. Detailed documentation for existing database and application does not exist.
- Project risks, assumptions and constraints
 - In terms of risks, the vendor should take all reasonable measures to identify and mitigate potential risks which could impact the successful delivery of this system. In particular, the vendor should ensure that project scope is accomplished within established schedule and budget constraints.
- Assumptions
 - The following assumptions have been made regarding this project:
 - The vendor possesses the skills and experience to satisfy all aspects of this SOW.
 - The implemented solution should be architected in a manner to facilitate transferability of ownership.
 - Any **third party software** (e.g. Collaborative Portals such as SharePoint, Incident Management Systems such as Remedy or SFDC, BI Tools such as Business Objects, etc.) required to implement and support this solution, must be identified in the SOW, and will be provided by the OCCC.
- Constraints
 - Scope – Vendor is expected to provide all deliverables outlined in this SOW.
 - Budget – Vendor is responsible to produce quality deliverables within the specified and agreed budget.
 - Schedule – Vendor is responsible to produce quality deliverables within the specified and agreed schedule.
- Roles and responsibilities
 - In order to avoid confusion or project risk the roles and responsibilities for all involved parties are outlined in **Appendix B** detailing tasks and resource assignments. The roles of the resources involved in each task are:
 - R = Responsible – The person or entity that does the work.
 - A = Approves – The person or entity accountable for successful completion of the task.
 - P = Participates – The person or entity which contributes or is consulted for a particular tasks (e.g. Subject Matter Experts (SMEs)).
- Detailed description of deliverables are set forth in section 4 below.

- **Acceptance criteria**
 - The deliverables for this SOW will be provided according to the agreed specifications and schedule. Successful validation and verification of usage and conformance to specification at all stages is required in order to proceed to the next stage. For each deliverable, OCCC will conduct the User Acceptance Test (UAT) in collaboration with the vendor.
 - UAT test scenarios and scripts for each stage should be developed jointly and agreed to prior to initiating the respective UAT task.
- **Project completion criteria**
 - Project completion will occur once the final project stage is completed, all deliverables have been received by the customer, and all validation and verification steps have been satisfactorily completed. OCCC will decide if any critical outstanding issues must be resolved before closing the project.
- **Project schedules to be achieved by vendor**
 - See section 4.2 below.
 - Relevant quality processes that will apply, such as change management, acceptance, and risk and issue management
 - Vendor should adhere to industry standard best practice processes in order to ensure on time quality deliverables. OCCC expects efficient operations throughout the overall engagement including: documentation, coordination, communications, collaboration, etc.

4. Deliverables

4.1 General Rules

- Deliverables must be provided on or before the dates specified. Any changes to the delivery date must have prior written approval by the OCCC project manager or delegate.
- All deliverables must be submitted in a format approved by the OCCC project manager.
- If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to notify the OCCC project manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
- A request for a revised schedule must be reviewed and approved by the OCCC project manager before placed in effect. SOW Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
- The OCCC will complete a review of each submitted deliverable within the number of days specified in Appendix C-Logistics.

2	Exam & Investigation scheduling aid	<p>Compliance exams are scheduled based on a variety of criteria, including but not limited to, the type of license, previous exam rating or findings, time since prior examination, location, complaints, and quarterly/annual report information. A methodology to assign weights to risk categories should be used to prioritize the licensees selected for examination. Schedules are produced for a one month period. The schedule for many exams is not a specific date and time but rather a list of licenses, assigned to a particular examiner to work through over the course of the month. The application functionality needs to assist the supervisors in creating the schedule for currently around 40 examiners. Once the schedule is finalized, the list of licenses to examine would be pushed to each examiner's workflow. Some exams are scheduled for a specific day and may include more than 1 examiner. The schedule will have to allow both exams scheduled on specific days and exams scheduled to occur during a general time period, but not necessarily on a specific day. For example, a group of examiners may be traveling out of state for several specific days to do one large exam, and then return to individually work through a list of small exams that are not scheduled on a particular day. Investigations would be specifically scheduled based on cause.</p>
3	Exam & Investigation Workflow	<p>Once the exam/investigation has been conducted and the report prepared, and uploaded, it must have a basic validation completed by admin staff for preliminary acceptance. After that, a series of workflow processes should be possible. The completed exam may be scheduled for review by an OCCC review examiner. The review examiner may need additional information from either the OCCC examiner who conducted the exam, or from the licensee who was examined. If the licensee has an active user account in ALECS, the communication should take place in ALECS including possible large document uploads. If the licensee doesn't have an active ALECS account, the review examiner must be able to document all of the communication that takes place outside of ALECS, including possible large document uploads. Requests and work items must be able to move between the original examiner, the review examiner, Exam admin staff and the licensee depending on context. Only after the review of the exam has been completed will the exam be closed. The results of the exam will serve as criteria that affects future scheduled exams. Record retention and document compression must be included.</p>
4	Web based exam	<p>Some data collected or produced during an exam is conducive to being captured and tracked as fields in a database. The examiner should be able to enter this information directly into ALECS during or after the exam. The information will be validated by office staff, so it must be correctable after the fact.</p>

		Other information is narrative. ALECS should produce an editable template with information identifying the licensee prefilled, for the examiner to enter narrative findings. Each license type will have a different template. The combination of the fields and the narrative will produce an exam report, which will be given to the licensee, either through ALECS, if the licensee has an active account, or printed. Record retention and document compression must be included.
5	Online Doc Fee	Doc fee is a single value with a few associated fields that Motor Vehicle Sales Finance license holders may, but are not required to submit at any time. If the value is below a certain amount it is accepted automatically. If it is above a certain amount it would become a workflow item. OCCC staff would request additional information including document uploads. After communication back and forth the fee may be accepted or the OCCC may request a fee change. For licensees without an active ALECS account OCCC must be able to enter and document the submission, including document uploads. Doc fee may be changed multiple times and an easily viewable history log must show every time the doc fee is changed and the date of change. Record retention and document compression must be included.
6	Online Complaint	The public must be able to submit a complaint without having a user account. When submitting the complaint a consumer will have the opportunity to add contact information or remain anonymous. They should have the ability to upload possibly large documents, fill in text fields and add narrative. The complaint will have an id number that they can use to check the status (received, in review, closed) online, or by phone. Record retention and document compression must be included.
7	Exam, Investigation, and Complaint Reporting	Each area will need performance/workload reports by various metrics. Each area will need a flex report to pull various information against most fields by date ranges and actions taken. Complaint will need a closed complaint for various time periods and types. To be determined by the OCCC and Vendor. The OCCC will provide a list of specific canned reports needed.
8	Import Data for Complaint, Investigation, and Doc Fee	There is existing data in the current MSSQL Complaint and Investigation database. This data must be imported into the new database using license number as the key. Existing data in the current Access Doc Fee database must be imported, using license number as the key. A single license may have multiple doc fees from different date periods. These will all need to be imported. Doc Fee data may need to be cleaned up.

9	Legal	Investigations or exams can assigned to Legal. Legal can either accept or reject the assignment. If legal accepts the assignment then the status of the investigation or exam would be changed to legal hold and activity related to that license would be restricted during the legal process. This would prevent the license holder from applying for a new license or surrendering their existing license without approval. Once the legal issue is resolved the investigation/exam would return to its previous status and owner. Document upload and record retention capability should be included.
10	Permissions/Roles	The OCCC will need specific roles for : (1) Consumer Assistance Tech (2) Consumer Assistance Manager (3) Investigation (4) Examiner (5) Review Examiner (6) Exam Tech (7) Legal

4.2.3 Phase-3 Deliverables - Process Improvements

No.	Deliverable	Description
1	Online Public Information	The public must be able to search, retrieve, export and print certain non-confidential data.
2	Public Information Access to ALECS	Requests for public information will not be received through ALECS. The OCCC will receive them outside of ALECS. We must be able to search ALECS for information, in any field and pull that information into a usable format (word/excel).
3	Business Intelligence Infrastructure	Only if needed to support other requirements

4.2.4 Phase-4 Deliverables - Operations and optimization

No.	Deliverable	Description
1	Maintenance	Mandatory one year, with an option to extend for an additional year, system maintenance and support for OCCC, not public users, during regular business hours.
2	Ad-hoc requests (rate at which these would be charged)	\$80.00 per hour

5. Reports and Meetings

- The Vendor is required to provide the OCCC project manager with weekly written progress reports of this project. These are due to the OCCC project manager by the close of business on Thursday each week throughout the life of the project

- The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week. The report should include information about the estimated completion date(s) of specific tasks as well as the overall project.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- The Vendor will be responsible for conducting weekly status meetings with the OCCC project manager. The meetings will be held on *Tuesdays* each week - at a time and place so designated by the OCCC project manager - unless revised by the OCCC project manager. The meetings can be in person or over the phone at the discretion of the OCCC project manager.

6. Service Level Agreement

The items listed below are suggestions for areas to be considered for service levels and incorporated into the SOW service level agreement. See Appendix B for the Service Level Agreement that will be used for this project.

6.1 Planning

- Degree of accuracy of estimates (schedule, budget, resources, total)
- Achievement of Budget Goals (total and subtotals)
- Achievement of Schedule Goals (final and interim)
- Required communications (meetings, reports, calls, emails)
- Required documents (plans, estimates, schedules, analyses)
- Effective risk management and response (adherence to plans)
- Effective scope management and change control (adherence to plans)

6.2 Results

- Correct mapping of old to new (no functions or data lost that were not planned to retire)
- Acceptable usage (query controls)
- Data quality (fitness for use, accuracy, precision, completeness)
- Ad hoc query response (usually written in terms of averages)
- Performance (transmission, response, or completion times)

- Meantime to Resolution (MTR)

6.3 Standards and Continuity of Operations

- Business Continuity
- ISO/ANSI standards
- IEEE standards

6.4 Usability and Maintainability

- Security (as defined by the OCCC)
- Quality (as defined by the OCCC)
- Availability (data, system, and components)
- Reliability (queries generate same valid results)
- Consistency (calculations and definitions are consistent regardless of source or function)

7. Period of Performance

Both parties agree on a project kick off date of 4/11/2016. The project is scheduled to be completed on 10/28/2016. Furthermore, the parties agree that to enter a 1 year maintenance contract, which starts on 10/29/2016, or the day after the project is completed, whichever is later.

8. Invoices

8.1 General Rules

Invoices must include the OCCC Purchase Order number, Vendor's Texas Identification Number, Vendor's address, Vendor's contact person and Vendor's phone number. All invoices must be mailed to:

Accounts Payable
Office of Consumer Credit Commissioner
2601 N. Lamar Blvd.
Austin, TX 78705

The following payment schedule will be established for all major deliverables. The vendor should only invoice OCCC according to successful completion of each outlined deliverable.

8.2.1 Phase 1 – Initialize

The kickoff date for this project is currently schedule for Apr 11, 2016, but it is dependent on this document Signoff. Any delays may require an adjustment of the schedule.

Task No.	Deliverable(s)	Expected Completion Date	Cost (\$)
1, 2, 3	Re-engineering, Preliminary	May 6, 2016	\$20,043.13

	Work, and Requirements Design		
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8.2.2 Phase 2 - Consumer Protection

Task No.	Deliverable(s)	Expected Completion Date	Cost (\$)
1	Annual Reporting	October 7, 2016	\$115,963.79
2, 3, 4	Exam Scheduling and Exams	September 30, 2016	\$186,830.56
5	Online Doc Fee	June 3, 2016	\$48,318.24
6	Online Complaint/Investigation	August 12, 2016	\$166,190.91
7	Reports	Included in each specific area	Included in the cost of the specific area deliverable
8	Data Migration for Doc Fee, Complaint and Investigation	Included in the specific areas	Included in the cost of the specific area deliverable
9	Legal	October 28, 2016	\$97,113.71
10	Permissions/Roles	Included in each specific area	Included in the cost of the specific area deliverable

8.2.3 Phase 3 - Process Improvements

Task No.	Deliverable(s)	Expected Completion Date	Cost (\$)
1	Online Public Information	Included in each specific area	Included in each specific area
2	Public Information Access to ALECS	Included in each specific area	Included in each specific area
3	Business Intelligence Infrastructure	Not needed.	Not needed.

8.2.4 Phase 4 - Operations and optimization

Task No.	Deliverable(s)	Expected Completion Date	Cost (\$)
1	Maintenance	To begin after sign off on the final deliverable and run for 1 year, with possibility of 2 additional consecutive 1 year extensions upon	\$125,000 for a 2000 hour annual support

		mutual agreement	
2	Ad-hoc requests	Ad-hoc	\$80.00 per hr.

9. OCCC/Vendor-Furnished Equipment and Work Space

Agency has limited work space. OCCC will provide meeting space and limited work space on an as-needed basis.

10. Confidentiality and Security Requirements

10.1 General Confidentiality Requirements

- All information provided by OCCC to Vendor or created by Vendor in performing the obligations under this SOW is confidential and shall not be used by Vendor or disclosed to any person or entity, unless such use or disclosure is required for Vendor to perform work under this SOW.
- The obligations of this section do not apply to information that Vendor can demonstrate:
 - Is publicly available;
 - Vendor received from a third party without restriction on disclosure and without breach of SOW or other wrongful act;
 - Vendor independently developed without regard to the OCCC confidential information; or
 - Is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that Vendor must furnish prompt written notice of such required disclosure and shall reasonably cooperate with OCCC at OCCC's cost and expense, in any effort made by OCCC to seek a protection order or other appropriate protection of its confidential information.
- Vendor shall notify OCCC of any unauthorized release of confidential information within two (2) days of when Vendor knows or should have known of such unauthorized release.
- Vendor agrees to maintain all confidential information in confidence during the term of this SOW and after the expiration or earlier termination of this SOW.
- If Vendor has any questions or doubts as to whether particular material or information is confidential information, Vendor shall obtain the prior written approval of OCCC prior to using, disclosing, or releasing such information.
- Information, documentation and other material in connection with this SOW, including Vendor's proposal, may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code.

10.2 Sensitive Personal Information

- To the extent this subsection does not conflict with the subsection herein entitled "General Confidentiality Requirements," Vendor must comply with both subsections. To the extent this subsection conflicts with the subsection herein entitled "General Confidentiality Requirements," this subsection entitled "Sensitive Personal Information" controls.
 - "Sensitive personal information" is defined as follows:
 - (1) An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:
 - a. Social security number;
 - b. Driver's license number or government-issued identification number; or
 - c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or
 - (2) Information that identifies an individual and relates to:
 - a. The physical or mental health or condition of the individual;
 - b. The provision of health care to the individual; or
 - c. Payment for the provision of health care to the individual.
- Sensitive personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.
- "Breach of system security" is defined as follows: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information Vendor maintains under this SOW, including data that is encrypted if the Vendor's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the Vendor for the purposes of performing under this SOW is not a breach of system security unless the employee or agent of the Vendor uses or discloses the sensitive personal information in an unauthorized manner.
- Vendor shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure any sensitive personal information collected or maintained by Vendor under this SOW. Vendor is prohibited from placing any unencrypted sensitive personal information on removable media, such as a CD, a USB drive, or a laptop.
- Vendor shall notify OCCC and the affected people of any breach of system security immediately after discovering the breach or receiving notification of the breach, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. However, Vendor must delay providing notice to the affected people at OCCC's request, if OCCC determines that the notification will impede a criminal investigation. The notification to the affected people shall be made as soon as OCCC determines that it will not compromise any criminal investigation.

- Vendor must give notice when the content has been approved by OCCC project manager as follows, at Vendor's expense:
 - (1) Electronic notice; or
 - (2) If Vendor maintains its own notification procedures (as part of an information security policy for the treatment of sensitive personal information) that comply with the timing requirements for notice under this subsection entitled "Sensitive Personal Information," Vendor may provide notice in accordance with that policy.

10.3 Termination of SOW for Breach of System Security

The SOW may be terminated by OCCC if Vendor fails to perform as agreed or is otherwise in default if it was determined the Vendor was responsible for a breach of system security and failed to comply with Sections 10.1 and 10.2.

10.4 SOW Performance Reporting

OCCC submits Vendor Performance Forms (VPF) for any purchase over \$25,000. If it was determined the Vendor was responsible for the breach of system security, the VPF for this SOW may be submitted with an unsatisfactory performance evaluation.

11. Additional Customer Terms and Conditions

All work done is 100% property of OCCC including but not limited to any request for proposal, SOW, project plan and any other documentation. OCCC reserves the right to negotiate additional terms and conditions in this SOW based upon the successful Vendor's DIR DBITS's Contract.

11.1 Criminal History Background Checks

- Vendor may be required to have its project personnel submit to a TXDPS fingerprint-based criminal history background investigation, if required by OCCC. To facilitate this criminal history background investigation, each person will be required to complete a HR Personal History Statement form, which will be provided by OCCC. Vendor is responsible for any costs associated with obtaining any fingerprints for the criminal history background investigation.
- If OCCC requires a fingerprint-based criminal history background investigation, Vendor must not allow personnel to work on the project that have not submitted to and successfully completed an OCCC fingerprint-based criminal history background investigation.

11.2 Right to Audit and Inspect

- OCCC has the right to inspect and test all services and all other deliverables listed in this SOW, to the extent practicable at all times and places during the term of this SOW. OCCC shall perform inspections and tests in a manner that will not unduly delay the work.
- If OCCC performs inspections or tests on the premises of Vendor or a subcontractor, Vendor shall furnish, and shall require subcontractor(s) to furnish, at no increase to this SOW's price, all reasonable facilities and assistance for the safe and convenient

performance of these duties.

- If any of the deliverables do not conform to this SOW's requirements, OCCC may require Vendor to provide the deliverables again in conformity with this SOW's requirements, at no increase in this SOW's amount, in addition to all other legal and equitable remedies.
- OCCC reserve the right to audit Vendor's records and documents regarding compliance with this SOW. Vendor is also subject to audit by any other department or agency, including federal agencies, responsible for determining that the Parties have complied with the applicable laws.
- Except as stated otherwise in Section 10 herein entitled "Confidentiality and Security Requirements, Vendor must keep all records and documents regarding this SOW for the term of this SOW and for four (4) years after the termination of this SOW.
- In the event such an audit by OCCC reveals any errors by OCCC or the Vendor, the Vendor shall refund OCCC the full amount of such overpayments within thirty (30) days of such audit findings, or OCCC at its option reserves the right to deduct such amounts owing OCCC from any payments due Vendor.

11.3 Ownership of Work Product

- OCCC and Vendor acknowledge and agree that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Vendor for any OCCC project pursuant to a SOW, including all such developments as are originated or conceived during the term of this SOW but are completed or reduced to writing thereafter (the "Work Product") will be and remain the exclusive property of OCCC. All rights, title and ownership interests, including copyright, which Vendor and all Workers may have in any Work Product or any tangible media embodying such Work Product are hereby assigned to OCCC. Vendor, for itself and on behalf of its Workers, waives any property interest in such work product.
- Vendor is not authorized to include any open source in any deliverables, unless the Vendor receives the written authorization from OCCC to do so.
- This SOW shall supersede all terms of any "shrink-wrap" or "click wrap" license included in any package, media or electronic version of the intellectual property and any such intellectual property (IP) shall be licensed or provided under the terms of this SOW. Vendor grants to OCCC, a perpetual, irrevocable, royalty free license, solely for the OCCC's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to OCCC in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout OCCC's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

11.4 Reimbursement for Travel and Per Diem

OCCC will not reimburse Vendor travel expenses incurred by the Vendor or subcontractor in performance of this SOW.

12. Vendor Response

- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise)
- All document deliverables must be submitted electronically in MS Word or .pdf, to kwilson@occc.texas.gov

- One hard copy, delivered or mailed to:

OCCC
2601 N Lamar Blvd
Austin, TX 78705
Attn: Kimberly Wilson

- The Vendor must demonstrate its knowledge and expertise of the environment (e.g., platforms, software, applications, network, tools, etc.) for which work is to be performed

- a) All items of this agreement shall be done in accordance with the Service Level Agreement.

12.1 Requested Content

- Agreement to confidentiality and legal statements
- Vendor staff capabilities specific to this SOW:
 - Organization chart
 - Management team resumes
 - Key personnel resumes
 - Appendix A
- Vendor's services capabilities:
 - Outline of capability to deliver the required services, including process, functional and technical expertise
 - Agreed-on SOW for deliverables-based services
 - Project plans for project services or transition
- Project management plan addressing the tasks specified in the SOW
- Reference contacts:
 - b) Three references (at least one from a government agency)
 - c) Others must be related to work of a similar nature or scope.

13. Pricing

- The main purpose of this section is to detail the pricing for the deliverables-based services. Vendors should also provide a summary of any assumptions and exclusions.

The tables under section 8 (*Invoicing*) elaborate on the specific deliverables and their respective delivery date. This table rolls up the total cost for the deliverables for each identified stage. Sistema will perform the entire scope of the project as detailed in its RFP response, included in the use cases described in Appendix D, for a fixed price \$634,460.35. The maintenance contract will cost \$125,000 for a 2000 hour annual support.

14. Agency Response and Evaluation

14.1 Schedule

(1) Pre-bid conference	September 14, 2015/ 1:00 PM
(2) Questions from Vendors	September 17, 2015/ 5:00 PM
(3) Answers from OCCC	September 18, 2015/ 5:00 PM
(4) Response from Vendors	October 5, 2015/ 9:00 AM
(5) Top 3 Finalists	October 15, 2015/ 5:00 PM
(6) Vendor Presentations	October 20-22, 2015
(7) Selection of Vendor	October 28, 2015/ 5:00 PM

14.2 Evaluation Criteria

- The agency will evaluate all qualified bids based on criteria outlined in Appendix C and make a final decision on the basis of Best Value Standard (Section 2157.003, Texas Gov't Code).
- The first round of the evaluation process will look at "*Offer Evaluation*" and "*Cost.*" Based on these scores, the agency will choose the top six (6) bidders. (refer to scoring matrix)
- The second round of evaluations will look at "*Demonstrated Qualification of Vendor,*" which included references. (refer to scoring matrix)
- The top three (3) scored bidders will be requested to make an oral presentation of no more than 45 minutes.
- Agency anticipates making final selection on October 28, 2015.

APPENDIX A – VENDOR INFORMATION

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Vendor.

- 1) Company Name: _____Sistema Technologies Inc._____
- 2) Texas Comptroller of Public Accounts (CPA) Vendor Identification Number: _____
- 3) Principal place of business
Address: 7550 IH10 W, Suite 940,
City: San Antonio
State: TX
Zip Code: 78229
- 4) Contact Person regarding Vendor's response to the SOW
Name: Karthik Agarwal
Address: 7550 IH10 W, Suite 940,
City, State, Zip: San Antonio TX-78229
Phone Number: 210-508-3016
Fax: NA
Email: karthik.agarwal@sistemattechnologies.com
- 5) Contact Person responsible for SOW negotiations
Name: Karthik Agarwal
Address: 7550 IH10 W, Suite 940,
City, State, Zip: San Antonio TX-78229
Phone Number: 210-508-3016
Fax: NA
Email: karthik.agarwal@sistemattechnologies.com
- 6) Vendor and Subcontractor Conflict of Interest Disclosure
List below all current or former employees of Vendor and/or proposed Vendor personnel with conflict of interests as follows:
 - 1) Any current or former employees of Vendor who will spend 20% or more of their time on a SOW resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and
 - 2) Any proposed Vendor personnel assigned to work directly on any SOW to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.

Vendor Personnel:

<u>Current or Former Employees who are current or former State employees (see Note 1 above)</u>	<u>Vendor Personnel related to State of Texas Employees (see Note 2 above)</u>
VICTORIANO CASAS III (former employee)	NONE

Subcontractor personnel:

<u>Current or Former Employees of Subcontractor(s) who are current or former State employees (see Note 1 above)</u>	<u>Subcontractor Personnel related to State of Texas Employees (see Note 2 above)</u>
NONE	NONE

7) Officer or Agent empowered to contractually bind the Vendor:

Name: Karthik Agarwal
Title: Director, Client Engagement
Address: 7550 IH10 W, Suite 940, San Antonio, TX 78229
Phone Number: 210-863-9777
Fax: NA
Email: karthik.agarwal@sistemattechnologies.com

8) Statement of ComplianceCertification Statement

The undersigned hereby certifies on behalf of Sistema Technologies that the SOW has been read and understood. In submitting its response Sistema Technologies represents to OCCC the following:


- a) Vendor is capable of providing the products and services as described;
- b) Vendor is offering true and correct pricing and discounts for the products and services;
- c) Vendor agrees, if awarded SOW, to abide by the terms and conditions of the resulting SOW;
- d) as of the date of signature below, Vendor is not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- e) Vendor is not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services

Administration;

- f) Vendor certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or SOW is not ineligible to receive the specified SOW and acknowledges that this SOW may be terminated and payment withheld if this certification is inaccurate;
- g) Vendor certifies that, to the extent applicable to this scope of this SOW, Vendor is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the related rules found at 30 TAC Chapter 328;
- h) Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
- i) (ix) Vendor has not received compensation for participation in the preparation of specifications for this solicitation as required by Texas Government Code, Section 2155.004(a);
- j) (x) Vendor has not, nor has anyone acting for Vendor, violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- k) (xi) Vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the SOW may be terminated and payment withheld if this certification is inaccurate, and any Vendor subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response, prior to award;
- l) Vendor agrees that any payments due under this SOW will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- m) Vendor agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;
- n) Vendor certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency;
- o) Vendor certifies for itself and its subcontractors that it has identified all current or former, within the last five years, employees of the State of Texas assigned to work on the SOW 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the SOW, Vendor certifies it shall disclose for itself and on behalf of subcontractors the name and other

pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

- p) Vendor represents and warrants that the provision of goods and services or other performance under the SOW will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;
- q) Vendor certifies that if a Texas address is shown as the Principle Place of Business in Appendix A, Vendor Information Form, Vendor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;
- r) Vendor certifies that it has complied with the Texas Government Code, Section 556.0055, restriction on lobbying expenditures;
- s) Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual Customer may require due to state and federal law (e.g., privacy and security requirements); and
- t) Vendor agrees that these representations will be incorporated into any subsequent agreement(s) between Vendor and Customer that result from this SOW.



Signature of Officer or Agent empowered to contractually bind the Vendor



Date

APPENDIX B - SERVICE LEVEL RESPONSIBILITY MATRIX

Roles and Responsibilities ⁽¹⁾	Roles and Responsibilities (R=Responsible; P = Participates; A = Approval)			
	Vendor	Agency IT	Agency Fiscal	Agency Regulatory
<u>Hosting Services and Infrastructure</u> - Who is responsible to provide the hosting services for the environment				
ALECS, OCCC's exiting application is hosted at Vintage IT. As this is an enhancement to an existing application, the hosting environment is established. Under a managed IT services contract, Vintage provides all of the server maintenance for ALECS. This includes OS patching and backups. The vendor awarded this SOW would be expected to work with Vintage to coordinate, with OCCC approval, routine maintenance downtime, capacity planning, database recovery etc.				
The ALECS was built to industry standards. The environment is .NET and SQL 2012.				
Batch processing				
Scheduled batch processing	R	P		
Correction of failed batch jobs	R			
Ad hoc (initiated through work requests)	R	A	A	A
Backup and recovery				
Backups and offsite storage		R		
Recovery (initiated through work requests)		R		
Disaster recovery				
Disaster Recovery Plan	R	P		P/A
Maintaining and operating the disaster recovery environment	R	P/A		
Coordinating the annual disaster recovery hot site test	R	P		
Declaration of disaster (through contracted vendor)	R	A		
Infrastructure service restoration		R		
Restoration of customer data, application, and services	R	A		

Roles and Responsibilities ⁽¹⁾	Roles and Responsibilities (R=Responsible; P = Participates; A = Approval)			
	Vendor	Agency IT	Agency Fiscal	Agency Regulatory
Addition of new customer data occurring subsequent to latest backup	P	R	R	R
Provide environments				
Testing (cloud service vendor)		R		
Training (")		R		
Sandbox (")		R		
Performance Tuning and Optimization				
Transaction performance metrics (Cloud vendor)	R	P		
Monitoring	R	P		
Monitoring and Reporting (service delivery)				
System Performance Report (peak, # users, etc.) (cloud vendor)	R			
Availability stats (incl. outages)	R			
Incidents	R			
Resolutions	R			
Level 3 status	R			
Maintenance reports	R			
System Performance Report	R			
Corrective action plans	R			

Support Services - Who is responsible to provide support services for the environment				
Level 2 Help Desk (Infrastructure)	P	R		
Level 2 Help Desk (Application)	R			
Level 2 Help Desk (Connectivity)	R	P		
Level 3 Support - IT	R	P		
Level 3 support - Vendor	R			
Software Maintenance & Patching		R		
OS Maintenance & Patching		R		
Database Maintenance & Patching	R			
License Management		R		
Role Assignments of Subject Matter Experts (SME)	A	R	A	A
Security - access to confidential information		R		
Creating role level security		R		
Maintaining role level security		R		
Processing security requests for Environment		R		
Processing security requests for Help Desk access		R		
Processing security requests for Applications access		R		
Communication with customer Level 1 Help Desk		R		R
Communications with customer ISO		R		
Security testing - TAC and TGC requirements	R			
Support for special processing	R			
Super User support - functional		R	R	R
Super user support - technical	R	R		
Work requests	R	A	P/A	P
Incident management (incl. priorities and escalation)	R			
Incident resolution	R			
Problem management	R			
Reports administration	R			
Proactive system monitoring	R			

Coordination Services - Who is responsible to provide coordination with third party services				
Coordination with governance	P	R		P
Planning	P	R		P
Reviewing and approving maintenance scheduling	P	R		P
Reviewing and approving extended maintenance scheduling	P	R		P
Reviewing, analyzing, and verifying enhancements	P	R		P
Maintenance Services				
Emergency patches and other interim fixes	R	A		A
Deployment of new application fixes or releases	R	A		A
Upgrades of all application and related infrastructure	P	R		A
Capacity planning	P	R		P
Change Management (system related)				
Post implementation - application related	R	A		A
Post implementation - infrastructure related	P	R		
Communications				
Scheduled outages/maintenance windows to any part of the system	R	P		

APPENDIX C – Additional Terms

The below terms, conditions and scope items have been discussed and agreed upon by OCCC and Sistema Technologies, and override all other terms that contradict them.

Modification of existing ALECS system

Unless explicitly stated in the use cases, no changes will be made to the existing licensing system for the public or private users.

Printing

To allow OCCC users to print information available in grids, Sistema will make all identified grids exportable to excel.

To enable bulk document printing, Sistema will allow the authorized OCCC users to click a “download all” button on the document history screen. On clicking this button, or all documents will be downloaded to the user’s local PC in a Compressed file (.ZIP) file. The user can then print the documents from their local computer.

Data Migration

All in-progress transactions at the time of go-live, will not be migrated by Sistema. They will be loaded into the new system by OCCC.

All data cleansing, will be performed exclusively by OCCC. This data cleansing includes the data that exists in the ALECS system, as well as data that will be migrated fresh.

Logistics

The OCCC staff will be available for interviews, meetings, discussions etc., either in person or via a teleconference, on all Texas state agency business days between 8 AM and 5PM Central time when requested by the Sistema Project Manager at least 48 hours in advance.

OCCC will either provide responses or clarifications to questions from Sistema, or notify Sistema that OCCC needs additional time to provide those responses or clarifications, within 2 business days

Signoff:

OCCC will provide signoff or report deficiencies on all deliverables within five business days from the date of receipt, or notify Sistema that OCCC no later than 3 business days of receipt that it needs additional time to fully vet the deliverable. OCCC may request a maximum of 10 business days in addition to the original 5 business days (review extension period) for review of deliverables.

- If No additional time is requested:
 - a. Failure of OCCC to either provide sign off/report deficiencies, or notify Sistema that OCCC needs additional time, on a deliverable within 7 days of receipt will constitute an automatic signoff.
- If additional time is requested:
 - a. Failure of OCCC to either provide sign off/report deficiencies before the expiry of the review extension period (15 business days from the original deliverable delivery date), will constitute an automatic signoff.
 - b. The schedule of the project may be impacted.

The UAT (User Acceptance Testing) testers as identified by OCCC, will spend at least 4 hours per day

exclusively testing the system.

APPENDIX D –Use Cases

Sistema and OCCC performed detailed requirements gathering sessions, and have developed a series of use cases that **define the detailed** scope of this project. Both parties agree that the use cases listed below **accurately describe the scope of this project**. The parties further agree that **items** not included in the use cases described in Appendix D, are out of scope

Annual Reports	<ol style="list-style-type: none"> 1. Admin Settings for Online Annual Reporting. 2. Online Annual Reporting Reminder Screen. 3. Online Annual Report Submission. 4. Annual Report Download Template. 5. Annual Report Submission through Impersonation. 6. Private User Annual Report Audit Initiation. 7. Public User Response to Annual Report Audit. 8. Private User Annual Report Audit Response Review. 9. Reports Consolidate Annual Report. 10. Annual Report Delinquency Report. 11. Reports Annual Report Audit History. 12. Notifications.
Complaints	<ol style="list-style-type: none"> 1. Public - Registering a Complaint. 2. Private User: Registering a Complaint. 3. Complaints Work Item Assignment. 4. Complaints work item Evaluation and Enforcement. 5. Status Letter for Complaints. 6. Public User Complaints View in License Details. 7. Licensee "Request for More Information" Response. 8. Reports. <ul style="list-style-type: none"> • Flex Report. • Complaints Tech Work Load Report. • Consumer Assistant Activity Report.
Doc Fee	<ol style="list-style-type: none"> 1. Doc Fee Filling By Public User. 2. Doc Fee History Page. 3. Doc Fee Work Item Assignment. 4. Doc Fee Work item Evaluation. 5. Doc Fee Work Item RFI Response by Public User. 6. Print Doc Fee. 7. Doc Fee Flex Report. 8. Doc Fee Filing By Private User. (Done through Impersonation, see Doc Fee UC 1.) 9. Doc Fee Escalated to Legal. (Done through Create Legal Case, see Legal section).
Exam Schedule	<ol style="list-style-type: none"> 1. Examiners Profile (Mapping to Exam Types and Mapping to Regions). 2. Configure Exam Scheduling (Date Windows and Ratings).

	<ul style="list-style-type: none"> 3. Risk Calculator. 4. Schedule an Exam. 5. Change a Scheduled Exam. 6. Exam Schedule Report.
Examinations	<ul style="list-style-type: none"> 1. Private User (Examiners, RE) Dashboard. 2. Exam Workflow Screen (Wizard Base Questionnaire and Exam Details). 3. Public User Dashboard. 4. Public User RFI Response. 5. Review Examiner/Exam Tech Work Item Assignment. 6. Escalate To Legal. 7. Examinations Flex Report. 8. Examinations Overview Report.
Investigations	<ul style="list-style-type: none"> 1. Investigations Work Assignments. 2. Create Investigations, SI and LI. 3. Start an Investigation (Investigation Manager Dashboard). 4. Process an Investigation, Complaints, SI and LI (Assign, Request for Approval, RFIs). 5. Private user Dashboard for (Other Investigations). 6. Investigation Escalated to Legal. 7. Investigations Flex Report. 8. Investigations Summary Report.
Legal	<ul style="list-style-type: none"> 1. Legal Work Assignment Screen. 2. Dashboard for Legal Users. 3. RFI Dashboard for Private User (Originators). 4. Private User (Originator Response to a Legal RFI). 5. Legal Work Item Evaluation Screen. 6. Flex Report. 7. Create a Legal Case. (By Legal/Other Private Users).
General	<ul style="list-style-type: none"> 1. Permission Management. 2. Record Retention Configuration. 3. Record Retention Manager.

All the use cases listed above have been delivered to OCCC on 3/1/2016. Below is a table with the specific document names:

Section	Document
Annual Reports	Annual Reports Requirements 20160301.docx
Complaints	Complaints Requirements 20160301.docx
Doc Fees	Doc Fees 20160301.docx
Exam Schedule	Exam Scheduling 20160301.docx
Examinations	Examinations 20160301.docx
Investigations	Investigations 20160301.docx
Legal	Legal 20160301.docx

General	Permissions Management 20160301.docx Record Retention 20160301.docx
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The following requirements are also considered part of the scope:

Section	Requirement
Legal	The private user on a legal case must be able to specify multiple actions on a single case.
Exam Schedule	A scheduling manager should be able to search exams by examiner when scheduling. -An option to select an examiner should be available in the filters on the scheduling screen. -The system should display the exams for which the selected examiner is a candidate based on the examiners competencies. (Types of exams for which the examiner is certified), when an examiner is selected in the filters.

DIR SOW ID #OCCC-0001

Department of Information Resources (DIR)

Authorized by: Grace Windbigler

Name: Grace Windbigler

Title: Director, Technology Sourcing Office

Date: 4/14/2016 | 1:18 PM CT

Execution by Vendor

TEXAS IDENTIFICATION NO.: 364248787

VENDOR DIR DBITS CONTRACT NUMBER: DIR-SDD-1998

VENDOR NAME: Sistema Technologies, Inc.

VENDOR MAILING ADDRESS: 7550 IH 10 West, Suite 940

VENDOR MAILING CITY: San Antonio

MAILING STATE: TX MAILING ZIP CODE: 78229

VENDOR PHYSICAL ADDRESS: 7550 IH 10 West, Suite 940

VENDOR PHYSICAL CITY: San Antonio

PHYSICAL STATE: TX PHYSICAL ZIP CODE: 78229

VENDOR CONTACT PERSON: KARTHIK AGARWAL

PHONE NUMBER: 210-508-3016 FAX NUMBER: NA

E-MAIL: karthik.agarwal@sistemattechnologies.com



AUTHORIZED SIGNATURE in BLUE ink (VENDOR)

Karthik Agarwal

PRINTED NAME OF PERSON SIGNING THIS EXECUTION OF PROPOSAL (VENDOR)

Director, Client Engagement

TITLE OF PERSON SIGNING THIS EXECUTION OF PROPOSAL (VENDOR)

4/4/2016

DATE OF EXECUTION (VENDOR)

13. Execution by OCC:



AUTHORIZED SIGNATURE in BLUE INK

Juan V. Garcia

PRINTED NAME OF PERSON SIGNING THIS EXECUTION OF SOW