

## Statement of Work



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# TEXAS A & M UNIVERSITY

## DR Assessment for DataCenters

This Statement of Work (SOW) is made by and between Sirius Computer Solutions, Inc., (Sirius) and TEXAS A & M UNIVERSITY (Customer) for the provision of certain professional services as more fully described herein, (Services). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement 1-GS2481CA (the Agreement). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

### SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

### ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

### RESPONSIBILITIES

#### *Sirius Responsibilities*

1. Staff this effort with appropriately skilled individuals to perform the Services, including project coordination as applicable
2. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

#### *Customer Responsibilities*

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
3. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
4. Customer will be responsible for data migration unless specified in the scope of services.
5. Prior to Sirius Consultant coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.
6. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
7. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
8. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
9. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
10. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

## Statement of Work



### ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
2. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
  - a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
  - b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
  - c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
  - d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
  - e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Sirius may deliver services at Customer location or a remote location.
4. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
5. This SOW will be scheduled around local resource availability. If, due to Customer's schedule, a local resource cannot be used, Customer will be charged for reasonable out-of-pocket travel and living expenses, and a Change Request for this SOW will be submitted to Customer for their acknowledgment.

### SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

#### Service Cost

The Services will be provided for a fixed price of \$218,095.00. Sirius will invoice monthly against each Task/Milestone Name set forth below not to exceed the amounts as shown. SOW will expire one (1) year from signature date.

Task / Milestone Name	Invoice Amount
ITC- Project/Process/Governance Consultation, Project Oversight, and Quality Assurance (Not to exceed 90 working days)	\$78,000.00
Technology SME and Engineering (\$2,040 per resource – per day; not to exceed 30 working days)	\$54,000.00
Documentations Specialists (\$960 per resource (2) – per day; not to exceed 30 working days)	\$57,600.00
Project Management (Not to exceed 90 working days)	\$28,495.00
<b>TOTAL COST</b>	<b>\$218,095.00</b>

## Statement of Work



### Travel Costs

Travel costs are included in the Services costs above provided two weeks' notice is given to Sirius.

### SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
Michael Sardaryzadeh	msardaryzadeh@tamu.edu

### SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

Bill To:
TEXAS A & M UNIVERSITY COMPUTING & INFO SERV. 3142 TAMU COLLEGE STATION, TEXAS 77843-3142

Service Locations:
TEXAS A & M UNIVERSITY COMPUTING & INFO SERV. 731 LAMAR ST. COLLEGE STATION, TEXAS 77840

### ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

### CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

## Statement of Work



### **NO SOLICITATION**

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

### **INTELLECTUAL PROPERTY**

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third-Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

### **PROPRIETARY AND CONFIDENTIAL**

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to Sirius.

Sirius acknowledges that CUSTOMER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this SOW.

# Statement of Work



## ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of January 2, 2019. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

**Services Operations Team by email to Tina.Anderson@siriuscom.com. Please note, all pages of SOW are required.**

<b>BY: TEXAS A &amp; M UNIVERSITY</b>	<b>BY: SIRIUS COMPUTER SOLUTIONS, INC.</b>
Signature: _____	Signature: _____
Name: <b>ROBERT C. BOUNDS</b>	Name: Luke Ntemro
Title: <b>DIRECTOR, PROCUREMENT SERVICES</b>	Title: Managing Contracts Attorney
PO # (if applicable)	SOW Number: <b>SOW-005161</b>
Date: <b>21 MAR 2019</b>	Date: 3/22/2019   09:35 CDT

## Statement of Work



## EXHIBIT A

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### SCOPE OF SERVICES

#### ELEMENT-9 — IT-DR Service Recovery Plans

##### IT-Service Disaster Recovery Plan Development

Assist IT-recovery staff with:

The following is limited to the IT-Services as defined in Table-1 below-

1. Reviewing the current IT-service disaster recovery plans, processes, and procedural documentation;
  - a. Determining the gaps in the current IT-service disaster recovery plans, processes, and procedural documentation to Industry Standards;
2. Creating/Updating IT-service disaster recovery plans, processes, and procedural documentation to meet Industry Standards;
3. Creating/Updating IT-service disaster recovery team plans, processes, and procedural documentation to meet Industry Standards.

- **NOTE:** Sirius will be creating/updating the IT-service recovery planning documents, however, the Customer retains responsibility to ensure they are accurate against their current processes and to approve them.

##### Out of Scope

1. External resources and services not specifically specified above;
2. Non-IT (non-technology based) services;
3. Risk/BC Application Integration
  - a. No Recovery Plan Integration;
4. IT-Services not specifically called-out in Table-1. Additional service recovery plans will require a written change order.

##### Plan Documentation Services

As Customer progresses their IT Disaster Recover (IT-DR) program, detailed service recovery documents will be created utilizing Sirius' BCP/DR templates. To expedite the document creation process, IT subject-matter-expert(s), a documentation specialist, project management, and project oversight will be engaged to create IT-service/server recovery documents.

1. Work with project team to obtain an understanding of the content and documentation requirements;
2. Analyze existing and potential content, focusing on reuse and single-sourcing opportunities;
3. Produce high-quality documentation that meets applicable Industry Standards and is appropriate for its intended audience;
4. Standardize content across platforms and media;
5. Provide documentation for disaster recovery procedures
  - a. In some cases, cross-referencing multiple documents will be required when interdependencies exist;
6. Attends meetings when necessary and maintain a flexible work schedule.

##### Technology Subject Matter Experts and Engineering Staff

Sirius will engage our technology subject matter experts and engineering staff to assist in the review and/or creation of IT-service/server recovery plans.

1. Work with project team to obtain an understanding of the content and documentation requirements;
2. Analyze existing and potential content, focusing on reuse and single-sourcing opportunities
  - a. For each of the in-scope IT-services/servers, for the purpose of creating service/server recovery plan(s):

## Statement of Work



### EXHIBIT A

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- b. Review and verify the current IT-service catalog entries;
- c. As applicable, verify and document the current state of the production, high-availability, and recovery environments for the given IT-service/server;
  - i. Update and/or create service/server topology drawings as needed (typically using Visio);
3. Update/create disaster recovery processes, procedures, and documentation for the in-scope services/servers
4. In some cases, cross-referencing multiple documents will be required when interdependencies exist;
5. Created documentation shall meet applicable Industry Standards and is appropriate for its intended audience as specified by the customer;
6. Attend meetings as required.

#### **Project/Process/Governance Consultation, Project Oversight, and Quality Assurance**

Project oversight will be performed by a team consisting of a senior-level Information Technology Consultant (ITC) and a senior-level and certified business continuity professional.

Project oversight is the watchdog process of assuring the quality of project management and delivery through a governance role that is designed to reduce project risk and improve project outcomes.

The project oversight team will insure that-

1. The project is delivered in accordance with the methods and best-practices as agreed upon by the customer;
2. Any changes in-scope whether at the request of the customer or otherwise necessitated by the proceedings of the project shall be identified and submitted to *project management change control*;
3. On-going project risk identification and management are in-place and that project risk arising from changes in-scope or through the proceedings of the project are identified and presented to the customer and project team for appropriate management;
4. Project impacting issues are identified, communicated, and remediated in a timely manner;
5. Along with Project Management, provide oversight of financial controls, project estimates, and budget processes;
6. There is on-going performance management providing immediate notification to the project teams should the project go off-track;
7. There is on-going coaching and mentoring of the project teams as required to assure the timely delivery of a quality project;
8. Along with Project Management, ensure that there is timely and accurate communications of project status, risks, and points of concern;
9. An environment of continual improvement and quality delivery is encouraged and implemented;
10. Everything that needs to be done to complete the project is done, and is within what project management has projected and planned.

#### **Project Management**

Sirius will provide project management services for each of the elements included within this statement of work.

Project Tasks:

1. Communications Management:
  - a. Serve as the Sirius single point of contact and escalation point;
  - b. Prepare and facilitate project kickoff meeting;
  - c. Establish once a week status reporting meeting(s)
    - i. Facilitate project status meetings;
    - ii. Deliver project status reports;
  - d. Develop and maintain a communications plan including
    - i. Contact information and roles/responsibilities for all Sirius and customer team members;

## Statement of Work



### EXHIBIT A

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- ii. Define and document escalation paths and triggers for both Sirius and Customer;
- 2. Scope & Time Management:
  - a. Define and maintain milestones, detailed project schedule and roles/responsibilities;
  - b. Management of contract change control (i.e., ensure all change requests are created, analyzed and reviewed as appropriate, manage through to closure);
- 3. Issue Management:
  - a. Document issues from status meetings and issues raised during project execution;
  - b. Follow up to ensure issues are resolved;
- 4. Resource Management:
  - a. Identify, engage and manage Sirius resources to execute the project tasks;
- 5. Risk Management:
  - a. Ensure applicable risks are captured, analyzed and managed;
  - b. Ensure the client PM or key stakeholders are immediately apprised of new risks and their potential impact and probability;
- 6. Cost Management:
  - a. Maintain budget tracking worksheet;
  - b. Report on any risks to the overall budget expectations;
- 7. Project Closure Activities:
  - a. Validate all deliverable, terms and conditions of this SOW are met;
  - b. Prepare and provide client project completion/survey documentation;
- 8. Off-site project management services.

#### DELIVERABLES

This SOW will produce the following specific deliverables and/or objectives ("Deliverables"). Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Sirius shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following Customer's acceptance thereof.

#### ELEMENT-9 — IT-DR Service Recovery Plans

##### IT-Service Disaster Recovery Plan Development

Assist IT-recovery staff with (the following is limited to the IT-Services/servers as defined by the Customer in Table-1 below):

1. Reviewing the current IT-service disaster recovery plans, processes, and procedural documentation
  - a. Determining the gaps in the current IT-service disaster recovery plans, processes, and procedural documentation to Industry Standards;
2. Creating/Updating IT-service disaster recovery plans, processes, and procedural documentation to meet Standard;
3. Creating/Updating IT-service disaster recovery team plans, processes, and procedural documentation to meet Industry Standards.
4. On-site/WEBEx assistance as required (over several months, typical)
  - a. Scheduling is on a best of ability basis;
  - b. Requests for on-site assistance shall be made at least two weeks in advance of the desired on-site date;
  - c. Customer is responsible for making available and scheduling IT SMEs as needed to create, update, and validate the service recovery plans;
5. Weekly 1-hour WEBEx work session(s) as required.

**NOTE:** It is important that [CUSTOMER] own the responsibility for the creation and refresh of the IT-service recovery planning documents to ensure they are accurate, and that Customer retains process control.



## Statement of Work



## EXHIBIT A

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### Plan Documentation Services

1. On-site service recovery plan documentation assistance
  - a. (Not to exceed 90-working days, typical)
2. Scheduling is on a best of ability basis;
3. Requests for on-site assistance shall be made at least two weeks in advance of the desired on-site date;
4. Customer is responsible for making available and scheduling IT-service recovery SMEs as needed to assist in the creation, update, and validation of the service recovery plans;

### Plan Documentation Services – Assumptions

1. The documentation specialist is in place to assist the IT-service SMEs in the documentation of the IT-service recovery plans. Research into and/or the determination of specific recovery processes and/or procedures is not within the scope of the technical writer;
2. Customer is responsible for the final review and approval of the documented service recovery plans.

### Customer Responsibilities

1. Written identification of the in-scope IT-Services (see Table-1 below);
2. Identification, assignment, and engagement of appropriate IT-services subject matter experts (SMEs);
3. Provide Initial Contact and Introduction to recovery plan SMEs
  - a. Initiate an introductory e-mail to SMEs;
  - b. Broadcast meeting invitations to the group;
  - c. Broadcast meeting follow-ups as needed;
4. Review and Plan Ownership
  - a. Assign a Recovery Plan owner/leader;
  - b. Review, cultural direction, and approval of the service recovery plans;
  - c. Final review and approval of the documented service recovery plans;
5. Points of Escalation;

### Element-9 Assumptions

1. Multiple-day contiguous on-site schedule
  - a. Plan meetings will be conducted between the hours of 8:00AM and 5:00 PM;
  - b. Meetings outside of normal business hours may require a change-order;
2. Customer to assign recovery plan owner/leader resource and availability for internal facilitation;
3. Service recovery plan SME resource availability to respond to request for information and service recovery plan creation/update in a timely manner;
4. Customer will facilitate escalation of service recovery plan creation/update;
5. Customer will facilitate overall project management;
6. The information contained within the recovery documentation will not be submitted to formal SIRIUS COMPUTER SOLUTIONS testing and is distributed AS IS. The use of this information or the implementation of any of these processes, procedures, or techniques is a customer responsibility and depends on the customer's ability to evaluate and integrate them into the customer's operational and recovery environments. While each item may have been reviewed by SIRIUS COMPUTER SOLUTIONS for accuracy in a specific situation, there is no guarantee that the same or similar results will be obtained elsewhere. Customers implementing these processes, procedures, or techniques within their own environments do so at their own risk.

## Statement of Work



## EXHIBIT A

Service/Application	Server Name	OS Type	Necessary for DR Recovery
Shibboleth (TAMU)	idp-[12].itio.tamu.edu	Centos	Yes
Storage	3 arrays	Mostly 3Par	Yes
Enterprise LDAP	9 nodes	SLES	Yes
Kerberos	kerberos-[1-6].tamu.edu	SLES	Yes
Mailroute LDAP	3 nodes	SLES	Yes
ServiceNow LDAP	4 nodes	SLES	Yes
Veeam	Unsure	Unsure	Yes
Virtualization (Aggie Cloud/NSX)	27 hypervisors	VMware	Yes
Virtualization (Old Cloud)	~150 hypervisors	VMware	Yes
Active Directory - ADS (Services)	4 full DCs	Windows Server 2012	Yes
Active Directory - AUTH	4 full DCs, 3 RODC	Windows Server 2012	Yes
Exchange	8 Exchange servers	Windows Server 2012	Yes

Table 1 - In-Scope IT-Services