

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND SECURANCE CONSULTING

This Services Agreement (“Agreement”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and Securance Consulting (hereafter referred to as “PROVIDER”). A&M System and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with A&M System to provide an assessment of the design and architecture of the security and networking of the A&M System RELLIS campus. The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin upon final execution and will extend for sixteen weeks.

3. PAYMENT TERMS

- A. For the services rendered under this Agreement, A&M System shall pay PROVIDER a not to exceed amount of \$165,416. This amount includes payment for reasonable and necessary expenses, including travel. Detailed cost information can be found in Exhibit B, attached hereto.
- B. PROVIDER can invoice A&M System upon milestone completion (see Exhibit D -Milestone Invoicing) for the Scope of Work identified in Section 1. For reimbursement of travel expenses, PROVIDER’S invoice(s) must include supporting documents. Payment will be made to PROVIDER upon approval of such invoice by A&M System. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- C. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/> .
- D. All invoices must reference the A&M System purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

4. DEFAULT AND TERMINATION

- A. In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, A&M System may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of A&M System.

- B. A&M System may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

5. PUBLIC INFORMATION

- A. PROVIDER acknowledges that A&M System 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 Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification. PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.**
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- C. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies

that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Not Eligible for Rehire.** PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- G. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- H. **State Auditor’s Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- I. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- J. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- L. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- M. **HUB Subcontracting Plan.** It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our contracts, purchasing transactions

and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M System contracting and purchasing.

The HUB Subcontracting Plan (HSP) submitted by Securance Consulting (PROVIDER) and attached shall be part of the terms of this Agreement. The HSP was submitted as self-performing, however if a subcontractor will be used to provide any commodity or service as part of the scope of this Agreement, the PROVIDER will be required to make a good faith effort and complete a revised HSP.

In the event that you determine you will be using a subcontractor, please contact Keith Williams from the A&M System's HUB Program at (979) 458-3265 or kwilliams@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

- N. **Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.
- O. **Loss of Funding.** Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.
- P. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

- Q. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- R. **Non-Waiver.** PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- S. **Technology Access Clause.** The PROVIDER expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly the PROVIDER represents and warrants to The Texas A&M University System that the technology provided to The Texas A&M University System for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired for purposes of the paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by A&M System Office for HUB and Procurement Programs has recently established.
- T. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- V. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- W. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- X. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- Y. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal

delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M System and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

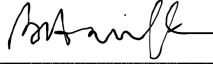
A&M System: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: zimmermann@tamus.edu

PROVIDER: Securance Consulting
13904 Monroes Business Park
Tampa, FL 33635
Attention: Ellen Anderson
Phone: (877) 578-0215 ext. 115
Email: eanderson@securanceconsulting.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

DS

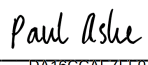

The Texas A&M University System

DocuSigned by:

By _____
BECDCB89EA78479...
Billy Hamilton
Deputy Chancellor & Chief Financial Officer

4/15/2021 | 15:40:57 CDT

Date

Securance Consulting

DocuSigned by:

By _____
DA16CCAE7FF041A...
Paul Ashe
President

4/15/2021 | 15:20:35 CDT

Date

EXHIBIT A – SCOPE

Introduction

The PROVIDER shall provide services for the design and architecture of the security and networking at the A&M System RELLIS Campus. This will include creating recommendations and gap analysis to the current security and network architecture to meet the CMMC requirements.

1.1 Activities

The scope of this project will include the following activities in assessing RELLIS's security and network architecture:

- Perform a non-attest review to assess the risk of running a multi-tenant campus handling confidential and classified, not to surpass secret, information. Tenants include TAMUS members, other educational organizations, state and federal agencies, and public and private companies.
- Establish Definition of the RELLIS Multi-Member Target Maturity State per Maturity Models and Federal, State, and A&M regulations and policies.
- Outline effective network and cybersecurity architecture to ensure compliance and security controls within this multi-tenant environment.
- Determine optimal staffing levels for a 1, 3- and 5-year plan based on growth
- Determine potential gaps at the RELLIS campus and outline the risk they pose.
- Provide a roadmap and gap analysis to passing a CMMC audit.
- The results of the review should be presented both orally and in writing, with the scope of the audit, findings and recommendations.

1.2 Required Services

PROVIDER will perform all responsibilities throughout the term of the Agreement.

1.2.1 Establish Definition of Target State

PROVIDER will be responsible for defining and providing the target state definition. This could involve establishing target maturity level across capabilities, as well as defining the target governance model, target conceptual technology architecture. Federal, State, and A&M regulations and policies will also be used in creating this target state. TAMUS will drive this effort and ensure the needed information is present.

1.2.2 Assess Current State of the RELLIS IT Structure Effectiveness

PROVIDER will be responsible for conducting an Assessment of the RELLIS security and networking in its current state, as well as compliance review against Federal, State, and A&M regulations. This might include reviewing security documentation, such as network architecture documentation, physical review and technology standards. Understanding of existing security controls will in all likelihood translate to conducting interviews with SME's and stakeholders. The PROVIDER is expected to be an expert in assessing complex IT maturity and should have well defined processes for such an assessment.

1.3 Major Tasks and Deliverables

During the course of the resultant agreement, PROVIDER must provide, at minimum, the services and corresponding deliverables listed in Table 1 to include the project management and administrative responsibilities required for delivery.

PROVIDER shall provide deliverables to the designated point of contact from the A&M System, as required, in the agreed upon format.

TABLE 1

1. Develop, Maintain and Execute the Project Plan	
TASK/DELIVERABLE(S)	DUE DATE
• Comprehensive Project Plan	3 week from start
• Project Plan Updates	As needed
2. Perform Initial, Periodic and Final Project Assessments	
TASK/DELIVERABLE(S)	DUE DATE
• Periodic Project Status Reports	Weekly
3. Report on Status	
• Executive Status Reports	Monthly
• Ad Hoc Reports	As needed
4. Additional (Critical) Deliverables	
<ul style="list-style-type: none"> • Target State Requirements (work product) – including functional and nonfunctional business requirements, applicable compliance regulations including State, Federal, and A&M System. This includes the determination of CMMC target level. 	
<ul style="list-style-type: none"> • Current State Assessment Report – including IT operational capabilities and maturity model analysis, physical security controls, compliance determination against Federal, State, and A&M System regulations, policies and standards will be presented. 	
<ul style="list-style-type: none"> • Gap Assessment Report – including maturity assessment of current vs. target state requirements, thus noting were needed improvements in effectiveness of the RELLIS IT operations, physical security controls/facilitates, and additional measures for reaching compliance to Federal, State, and A&M System regulations, policies and 	

standards are needed
<ul style="list-style-type: none"> • Roadmap to Maturity - summary of findings from above efforts and a clear, prioritized path forward

1.4 Develop, Execute and Maintain Project Plan

PROVIDER must draft a Project Plan to describe its approach for assuring quality of the project that meets, at minimum, the task and deliverables defined within this RFP. The PROVIDER shall make recommendations within the Project Plan on the approach for assuring quality based on their experience, high risks areas, and other considerations.

PROVIDER must provide a comprehensive Project Plan, based on the high-level plan submitted in the initial proposal.

Key Activities:

- Draft a comprehensive Project Plan
- Review the Project Plan with RELLIS Leadership Team
- Execute the Project Plan
- Periodically update the Project

Plan Deliverables:

- Comprehensive Project Plan
- Project Plan Updates

1.5 Identify Project Risks and Issues

PROVIDER must anticipate and identify project risks and issues. Through participating in targeted meetings and other activities to provide the services identified within this RFP, the PROVIDER shall perform deliverable based reviews focused on quality and risks.

Key Activities:

- Identify risks and issue on a deliverable basis
- Propose a recommended course of action for those risks or issues of greatest importance Deliverables:
- Risk and Issues Log (and/or inputs to the Project Risk and Issues Log)
- Recommended Risk/Issue Responses (e.g., for risks accept, transfer, mitigate, avoid) and Action Plans

1.6 Deliverable Evaluation and Reporting

PROVIDER must provide a deliverables based status report with the following information:

- Deliverable Review
- Summary of the current status (e.g., schedule, scope, budget, risks, issues)
- Status of existing/risks issues and identification of new risk/issues
- Other relevant topics
- Prepare and distribute additional reports upon request to support updates to the Executive Sponsors or other stakeholders.

Key Activities:

- Provide periodic executive status reports on project reviews and recommendations regarding risk anticipation, prevention and mitigation
- Develop and deliver ad hoc reports on project efforts upon request

Deliverables:

- Deliverable based Status Reports
- Ad Hoc Reports

EXHIBIT B – COST

Project Scope Item	Fee
24 Hours of Management Consulting	Included
Project Management and Status Reporting	\$ 7,936.00
Project Plan Development	\$ 7,440.00
Assessment of Current State	\$ 11,160.00
Completion of Basic Assessment Against NIST SP 800-171	\$ 11,160.00
Assessment of CMMC ML-1 Compliance	\$ 3,472.00
Assessment of CMMC ML-2 Compliance	\$ 13,640.00
Assessment of CMMC ML-3 Compliance	\$ 14,880.00
Assessment of CMMC ML-4 Compliance	\$ 7,936.00
Assessment of CMMC ML-5 Compliance	\$ 3,968.00
Analysis of TAC 202 Information Security Standards, Relative to RELLIS	\$ 11,160.00
Analysis of TAMUS Standards, Guidelines, and Policies, Relative to RELLIS	\$ 11,160.00
Define Target State of Compliance	\$ 9,920.00
Deliverables	
Comprehensive Gap Analysis Report	\$ 7,440.00
Basic Assessment Report and Score	\$ 1,984.00
Current State SSP	\$ 7,440.00
Roadmap and POA&M creation	\$ 7,440.00
Proposed One-, Three-, and Five-Year Staffing Plans	\$ 7,440.00
Playbook to Continued Compliance	\$ 9,920.00
SSP Template	\$ 4,960.00
POA&M Template	\$ 4,960.00
Three-Year Compliance Support Plan	
Follow-up assessments 12 and 24 months after completing the initial review	
Included	Included
Travel Included	Included
Independent Project Review	Included
Total	\$ 165,416.00

EXHIBIT C – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

E. PROVIDER will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit B.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following A&M System contact in SOProurement@tamus.edu.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.

EXHIBIT D – Milestone Invoicing

Invoicing will be based on milestone completion. The eight (8) milestones are defined as follows:

Milestone 1: \$15,376.00

- Project Status Reports
- Project Plan Development

Milestone 2: \$44,640.00

- Assessment of Current State
- Completion of Analysis of TAC 202 Information Security Standards Relative RELLIS
- Completion of Analysis of TAMUS Relative to RELLIS
- Completion of Basic Assessment – NIST 800-171

Milestone 3: \$43,896.00

- Completion of Assessment of CMMC L1
- Completion of Assessment of CMMC L2
- Completion of Assessment of CMMC L3
- Completion of Assessment of CMMC L4
- Completion of Assessment of CMMC L5

Milestone 4: \$9,920.00

- Completion of Defining Target State of Compliance

Milestone 5: \$9,424.00

- Completion of Comprehensive GAP Analysis Report
- Completion of Basic Assessment Report and Score

Milestone 6: \$14,880.00

- Completion of Current State SSP
- Completion of RoadMap | POAM

Milestone 7: \$17,360.00

- Completion of Proposed 1, 3, 5 Year Staffing Plan
- Completion of Playbook to Continued Compliance

Milestone 8: \$9,920.00

- Completion of SSP Template
- Completion of POAM Template

Certificate Of Completion

Envelope Id: 0A1943AA1CA245709D1E197CAD54B460	Status: Completed
Subject: Please DocuSign: Securance Consulting Service Agreement_Final.docx	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jacqueline Gibson
Time Zone: (UTC-06:00) Central Time (US & Canada)	100 Phoenix Drive
	Suite 111
	Ann Arbor, MI 48108
	jgibson@tamus.edu
	IP Address: 97.64.68.243

Record Tracking

Status: Original 4/15/2021 3:11:22 PM	Holder: Jacqueline Gibson jgibson@tamus.edu	Location: DocuSign
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Signer Events

Paul Ashe
pashe@securanceconsulting.com
President
SECURANCE LLC
Security Level: Email, Account Authentication (None)

Signature

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DA16CCA7FF041A...
Signature Adoption: Pre-selected Style
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Sent: 4/15/2021 3:15:24 PM
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Signed: 4/15/2021 3:20:35 PM

Electronic Record and Signature Disclosure:
Accepted: 4/15/2021 3:20:25 PM
ID: ab7a67c5-7129-441e-94c4-6732b8fb1040

Joseph Duron
Duron@tamus.edu
Executive Director, Budgeting & Accounting
Texas A&M University System
Security Level: Email, Account Authentication (None)

DS

Signature Adoption: Uploaded Signature Image
Using IP Address: 128.194.24.118

Sent: 4/15/2021 3:20:36 PM
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Billy Hamilton
BHamilton@tamus.edu
Deputy Chancellor and Chief Financial Officer
Texas A&M University System
Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	4/15/2021 3:15:24 PM
Certified Delivered	Security Checked	4/15/2021 3:40:48 PM
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Completed	Security Checked	4/15/2021 3:40:57 PM

Payment Events	Status	Timestamps
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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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