



Exhibit 3.3
Critical Deliverables
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COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)
SUPPLIER STRATEGY AND PERFORMANCE DIVISION

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Table of Contents

1.0	Introduction.....	4
1.1	Critical Deliverable Acceptance Process.....	4
2.0	Recurring Critical Deliverables.....	4
2.1	Service Improvement Plan.....	5
2.2	Annual Technology Plan	5
2.3	Annual Refresh and Currency Plan.....	5
2.4	Annual Integrated Disaster Recovery Plan	6
2.5	Integrated Capacity Plan	6
2.6	Annual Security Plan	6
2.7	Service Management Manual Currency – Quarterly Report	6
2.8	Customer Satisfaction Measures – Results Report	7
2.9	CMDB Reconciliation and Electronic Check-In.....	7
2.10	Service Catalog Accuracy Assessment.....	7
2.11	Service Management Process Maturity Assessment and Plan	7
2.12	Single Process Compliance Assessment	7
2.13	Service Management Systems Implementation, Improvements Register, and Release Schedule 8	
2.14	Operating Level Agreements Improvements Register and Release Schedule.....	8
2.15	Training Plan	8
2.16	<Reserved>	8
2.17	<Reserved>	8
2.18	Transition Out Plan	8
2.19	Software Asset Management Reconciliation.....	9
2.20	Holistic Architecture Review Process (HARP) As Built Section (ABS) Documentation	9
2.21	Billing RU.....	9
2.22	Cloud Performance	9
2.23	Request for Solution.....	10
3.0	One-Time Critical Deliverables	10
3.1	Services Detailed Implementation Plan	10
3.2	Services Implementation Readiness Plan.....	10
3.3	Service Management Manual.....	10
3.3.1	Service Management Manual Initial Draft.....	10

3.3.2	Service Management Manual Final Document.....	10
3.4	Service Performance and Reporting	11
3.5	Initial Security Plan.....	11
3.6	Initial Technology Plan	11
3.7	<Reserved>	11
3.8	Service Catalog Request and Fulfillment Implementation	11
3.9	Service Management Systems Implementation	11
3.10	Operating Level Agreements	11
3.10.1	Operating Level Agreements with MSI – Initial Draft.....	11
3.10.2	Operating Level Agreement with MSI - Final Document	11
3.10.3	Operating Level Agreements with STSs – Initial Draft.....	12
3.10.4	Operating Level Agreements with STSs - Final Document.....	12
3.11	Software Asset Management (SAM) Inventory and SAM Data Population	12

1.0 Introduction

This Exhibit sets forth the Critical Deliverables as part of the Supplier's obligations under **Exhibit 3 (Reporting and Service Level Management)**. Supplier will comply with these and related requirements in **Exhibit 2.1 (Description of Services)**.

Credits and timing associated with the Critical Deliverables are set forth in **Exhibit 3.1 (Service Level Matrix)**.

1.1 Critical Deliverable Acceptance Process

A thorough deliverable acceptance process that addresses deficiencies as early as possible to minimize impacts to the Services is critical. The deliverable acceptance process will comply with Section 10 of the Agreement and be formally documented in the Service Management Manual.

VITA and VITA Governance will review the Critical Deliverables throughout the phases of development. The Supplier shall review the expectations in advance so as to obtain acceptance of the final Deliverable within the Review Period. Feedback and suggestions received from VITA will be promptly incorporated into the Critical Deliverable.

Acceptance criteria for the Critical Deliverables are set forth in **Exhibit 2.4.1 (Implementation Milestones)**.

2.0 Recurring Critical Deliverables

This section sets out those Critical Deliverables that reoccur on a periodic basis. The Recurring Critical Deliverables are aligned with the scope as described in **Exhibit 2.1 (Description of Services)**, which largely follow the ITIL Service Management Lifecycle phases as follows:

- Overall Service Processes, Systems, Integration
 - Service Management Manual Currency
 - Service Management Systems Implementation, Improvements Register, and Release Schedule
 - Operating Level Agreements Improvements Register, and Release Schedule
- Service Strategy
 - Annual Tech Plan
 - Annual Refresh and Currency Plan
- Service Design
 - Annual DR Test Plan
 - Integrated Capacity Plan
 - Annual Security Plan
 - Service Catalog Accuracy

- Service Transition
 - CMDB Reconciliation and Electronic Check-In
 - CMDB Billing RU
 - Training Plan
 - Transition Out Plan
- Service Operations
 - Cloud Performance
 - See Exhibits 3.0, 3.1, 3.2 Service Level Management
- Continual Service Improvement
 - Service Improvement Plan
 - Customer Satisfaction Measures

2.1 Service Improvement Plan

As a Critical Deliverable, on a quarterly basis, conduct end-to-end service reviews with representatives of relevant Service Tower Suppliers to assess required measurements and Service Improvement Plans (SIP). The content for the report must be in sync with a fully maintained Continual Service Improvement Register (CSIR) that records all identified improvement opportunities. Each opportunity should be categorized and prioritized then scheduled for implementation as approved by ITISP Governance. This includes reporting on progress in any Service Improvement Plan implementation.

2.2 Annual Technology Plan

The Supplier will successfully deliver a Technology Plan each calendar year. The Technology Plan will comply with the requirements of the Agreement and be approved by VITA. The Technology Plan shall be the basis for generation of implementation plans which will include schedules, dependencies and requirements for introduction of new technology changes, as well as acquisition, support, and retirement of software and hardware. The Technology Plan will include a report describing the status and achievements of implementation plans supported by previous Technology Plans.

2.3 Annual Refresh and Currency Plan

The Supplier will successfully delivery a Refresh and Currency Plan that addresses the refresh for all Equipment and currency for all Software for which requirements are provided in their individual **Exhibit 4.3 (Financial Responsibilities Matrix)**.

The initial plan will place all Customer and Supplier Equipment on a Refresh cycle, with all Equipment to be refreshed within the cycle. For example, if the category of Equipment calls for a 5-year refresh cycle, then one-fifth of the Equipment will be refreshed annually such that all Equipment of that category is refreshed within 5-years.

The initial plan will also provide a schedule to upgrade Software to N/N-1 levels as established in the Technology Plan.

Subsequent submissions of the Refresh and Currency Plan will include a report describing the refresh and currency status of all Equipment and Software.

2.4 Annual Integrated Disaster Recovery Plan

The Supplier will successfully deliver a consolidated Disaster Recovery (DR) plan as an output of the IT Service Continuity Management process, and schedule tests in accordance with the requirements of the Agreement and approved by VITA. The DR Test Plan will include a schedule of all tests and Customer participation. The plan will include a report describing the status and achievements of previous DR Test Plans.

2.5 Integrated Capacity Plan

Coordinate the creation, management and maintenance of Capacity Plans (including the Service Tower Capacity Plans) that reflect the current and future needs of the business, as agreed and documented within Service Levels, such that an Integrated Capacity Plan can be produced. Update on at least a quarterly basis unless otherwise specified by ITISP Governance.

The Integrated Capacity Plan will include, at a minimum:

- Goals, objectives, scope, and methods
- Current levels of resource utilization at the application, web, data, network, and infrastructure levels
- Current levels of availability average and peak
- Current levels of Tower Service performance
- Forecast future requirements, and Assumptions and recommendations.

2.6 Annual Security Plan

The Supplier will successfully deliver the Security Plan in accordance with the requirements of the Agreement and as approved by VITA. The Security Plan will include the self-verification report of Supplier's achievement of the VITA and VITA's Customer security requirements. The Security Plan will include the results of any Security Incident Management response exercises. The Security Plan will include the schedule of any planned Security Assessments, penetration tests or other Security verification activities. The Security Plan will identify Customer security requirements and planned participation in security improvements and verification. The Security Plan will include changes in policy and processes in managing the Server, Storage and Data Center environment; including updates to background check and other security clearance criteria. The Security Plan will include a report describing the status and achievements of previous Security Plans.

2.7 Service Management Manual Currency – Quarterly Report

The Supplier will provide for currency of the Policies and Procedures Manual until replaced with the Service Management Manual in accordance with the requirements of the Agreement. The Supplier

will provide an annual schedule for reviewing and updating all sections of the Policies and Procedures Manual or Service Management Manual, as applicable. The Supplier will provide a quarterly report of the review findings which demonstrates the currency and accuracy of the Policy and Procedure Manual or Service Management Manual sections reviewed in that quarter, as applicable.

2.8 Customer Satisfaction Measures – Results Report

The Supplier will successfully deliver the customer satisfaction measures to determine the satisfaction of VITA and VITA Customers with the Messaging Services. The Supplier report on the progress of Customer Satisfaction Measures at least quarterly.

2.9 CMDB Reconciliation and Electronic Check-In

The Supplier will quarterly reconcile, validate, and report that appropriate relationships exist for all selected Customer Configuration Items (CI) in the CMS. The Supplier will ensure that CIs are properly mapped (e.g. application to server; application to business priority; application to DR priority) in order to support Service Level measurements and the delivery of the Services. Supplier will provide a report detailing the results of the above activities, and will produce Continual Service Improvement Register entries to resolve issues and report on progress to close open items. In addition, the Supplier shall validate that all selected CIs have met Electronic Check-In requirements.

2.10 Service Catalog Accuracy Assessment

The Supplier will quarterly reconcile, validate, and report that the Service Catalog and Service Portfolio systems are accurate and up-to-date in accordance with the SMM. Supplier will produce Continual Service Improvement Register entries to resolve issues and report on progress to close open items.

2.11 Service Management Process Maturity Assessment and Plan

Supplier and VITA will perform process maturity assessments for VITA review and approval biannually. Assessments will use audit checklists against approved process documentation and score maturity using the Capability Maturity Model Integration (CMMI) organizational process improvement concepts. The scale ranges from 1 to 5 point scores.

1. Initial
2. Managed
3. Defined
4. Quantitatively Managed
5. Optimizing

The Supplier will produce and execute a plan for VITA approval to progress from baseline scores to a target level 5 for each Main Process by a deadline established by ITISP Governance.

2.12 Single Process Compliance Assessment

Ensure single processes exist across all operational areas for all Service Towers in order to eliminate redundancy in process inefficiency. Produce a quarterly Single Process Compliance Assessment &

Continual Service Improvement Register (CSIR) entries with action plans and report progress towards closure.

2.13 Service Management Systems Implementation, Improvements Register, and Release Schedule

The Supplier is required to implement, manage and maintain a system (e.g. Incident Management System, Change Management System, Configuration Management System and Configuration Management Database (CMDB), etc.) that supports the proper execution of the Main Processes. Supplier will produce an implementation schedule within the Continual Service Improvements Register for modifications to the systems during and after the Transition plan, and a quarterly release schedule indicating scope, priorities, and schedule performance regarding achieving the improvements.

2.14 Operating Level Agreements Improvements Register and Release Schedule

The Supplier is required to document an implementation schedule in the Continual Service Improvements Register and update it on a quarterly basis to establish and improve Operating Level Agreements (OLAs), and other supporting measures and controls, for the Main Processes with Service Tower Suppliers. Where Operating Level Agreements (OLAs) do not exist, Supplier will proactively work with Service Tower Suppliers, VITA, Customers and Third Party vendor(s) to deliver to the objectives and overall success of the Main Process. Supplier will also establish Operating Level Measures (OLMs), and other supporting measures and controls, to be approved by VITA, for the Main Process with Customers. Supplier will produce Continual Service Improvement Register (CSIR) entries with action plans and report progress towards closure.

2.15 Training Plan

The Supplier is required to provide a plan on a quarterly basis to achieve effective training on the Main Processes (e.g. the purpose, activities, policies, procedures, tools, interfaces) for all stakeholders to ensure effective execution of the process. Supplier will (i) provide on-going methods for training Supplier staff, other Service Tower Supplier(s), Customers and designated Third Party vendors on the Main Process And (ii) regularly provide guidelines, FAQs and access to appropriate tools to other Service Tower Supplier(s), Customers and authorized Third Party vendors to promote and reinforce the appropriate use of the Main Process and its supporting policies, other processes, sub-processes and procedures.

2.16 <Reserved>

2.17 <Reserved>

2.18 Transition Out Plan

The Supplier will successfully deliver to VITA a Transition Out Plan as specified in Section 13.2 of the Agreement. The Supplier will deliver a Transition Out Plan prior to service commencement and, thereafter, an updated Transition Plan Annually.

2.19 Software Asset Management Reconciliation

On a quarterly basis for all software assets (i.e. any application/program used by an organization in the course of business activities) and software as a service (i.e. a method of software delivery and licensing in which software is accessed online via subscription, rather than bought and installed on individual computers), Supplier will reconcile, validate, and report software license usage against the inventory tracking maintained in the MSI Service Management System (SMS).

Quarterly, Supplier will provide a report of the active users and the services that they are authorized to use as well as a report of the active users and services that they have consumed within the current quarter. These reports will include at a minimum the following information: general purpose of the software (i.e. Encryption, email, backup), the tier of the software (if relevant), and the license type (i.e. user, enterprise). The Supplier will also provide a report that will include all licenses owned (rights) compared to all licenses consumed (entitlements).

Quarterly, Supplier will provide a harvesting report that will include all services encompassed in the STS consisting of adds, deletes, and changes.

2.20 Holistic Architecture Review Process (HARP) As Built Section (ABS) Documentation

The Supplier is required to develop, participate, and continuously update the Commonwealth's technical architecture so that it remains current. The Supplier will deliver the As Built Section (ABS) Documentation that is current within the last calendar year on the 10th day of each quarter per the prescribed template and specifications.

2.21 Billing RU

The Supplier will successfully deliver to VITA a report each quarter validating the information contained in the Billing RU fields in the System of Record, demonstrating the remediation of items with inaccurate information identified in prior reports, and demonstrating remediation of items identified through billing disputes.

2.22 Cloud Performance

The Supplier will successfully deliver to VITA a report each quarter including the availability and other agreed upon metrics as described by the Cloud Provider along with the initiation of claims for remedy and the pass through of such remedy to VITA for any failures by such Cloud Provider to meet their agreed upon targets.

2.23 Request for Solution

The Supplier will provide a quarterly report on all Request for solution activity. This report will provide information on all demands processed during the quarter, the health of the process, and information to identify process improvements and services that can be processed in more efficient manners, to include moving to a standard catalog form. This report will provide overall activity and analysis to include trends on poor performing demands, demands requiring changes and any gaps within the process.

3.0 One-Time Critical Deliverables

This section sets out those Critical Deliverables that are assessed only once.

3.1 Services Detailed Implementation Plan

The Supplier will deliver a detailed plan that will address all implementation activities that will result in the successful completion of transition of Service Obligations from the Incumbent and the full delivery of the Services. Specific dates for such full delivery are to align with the dates defined under **Exhibit 2.4.1 (Implementation Milestones)**.

3.2 Services Implementation Readiness Plan

The Supplier will provide an Implementation Readiness Plan approximately thirty (30) days prior to the take-on of service obligations as the supplier of services for Messaging Services. The purpose and scope of such plans are to outline the specific tasks for completing the transition of Messaging Services from the Incumbent. Items to be addressed include Software license transfers status, lease transfers status, staff employment status, billing process including detail for invoices, status of operating agreements between Suppliers, knowledge transfer programs, status of operations documentation, web portal status including service desk functions, and any other issue for implementation of management and operations.

The Supplier will provide a checklist that details all activities and assigned owners required to implement the Services and the successful transition of obligations to the Supplier.

3.3 Service Management Manual

The Supplier will develop documentation in accordance with the requirements in the Agreement for the Service Management Manual.

The Supplier will deliver the Service Management Manual in two stages, the contents of each stage being jointly determined by VITA and the Supplier.

3.3.1 Service Management Manual Initial Draft

The Supplier will provide an initial draft of the Service Management Manual to support the take-on of services as the supplier for Messaging.

3.3.2 Service Management Manual Final Document

The Supplier will complete the final document of the Service Management Manual to support the take-on of services as the Service Tower Supplier for Messaging.

3.4 Service Performance and Reporting

The Supplier will implement tools, processes, and other mechanisms to measure and report on the Supplier's performance at a level of detail sufficient to verify the Supplier's compliance with those reporting and Service Levels described in **Exhibit 3 (Reporting and Service Level Management)** and the requirements of the Agreement.

3.5 Initial Security Plan

The Supplier will successfully deliver an initial draft of the Security Plan that will address planned security for the environment, the Supplier Facilities, Software and Equipment deployment specifically for data and online security, annual security assessments and other standard security concepts for ensuring the safety, security and confidentiality of Commonwealth Data. This initial draft of the Security Plan will govern security activities and policies until the delivery of the first Annual Security Plan.

3.6 Initial Technology Plan

The Supplier will successfully deliver an initial draft of the Technology Plan that will serve to guide technology implementations, Refresh and Software Currency activities, and other evolutions in technology before the delivery of the first Annual Technology Plan.

3.7 <Reserved>

3.8 Service Catalog Request and Fulfillment Implementation

The Supplier will provide for a Service Catalog that includes functionality to provision all Services for Messaging. Service Catalog will have approval chains in accordance with the Service Management Manual.

3.9 Service Management Systems Implementation

Each Service Management System shall be implemented with initial Transition phase requirements, as agreed by VITA, supported by the production environment.

3.10 Operating Level Agreements

3.10.1 Operating Level Agreements with MSI – Initial Draft

The Supplier will collaborate with the MSI and provide to VITA an Operating Level Agreement that has been mutually agreed to by Supplier and MSI.

3.10.2 Operating Level Agreement with MSI - Final Document

The Supplier will obtain VITA approval on Operating Level Agreement between Supplier and the MSI

3.10.3 Operating Level Agreements with STSs – Initial Draft

The Supplier will collaborate with the MSI and all other Service Tower suppliers (STS) within the Integrated Services Platform to provide to VITA Operating Level Agreements that has been mutually agreed to by Supplier and every applicable STS.

3.10.4 Operating Level Agreements with STSs - Final Document

The Supplier will collaborate with the MSI and all other Service Tower suppliers (STS) within the Integrated Services Platform to obtain VITA approval on Operating Level Agreements between Supplier and every applicable STS.

3.11 Software Asset Management (SAM) Inventory and SAM Data Population

Working with the MSI, Supplier will integrate all applicable Messaging services into the MSI SMS Software Asset Management Application (SAM) via the ServiceNow native integrations, including Software Asset Management Publisher Packs and License Connectors, such that license consumption metrics will be available. Through this integration, Supplier will provide an inventory report showing licensed users for each of the platforms along with their license types. For all applicable Messaging services, Supplier will accomplish the completion of the SAM module in the MSI SMS and any necessary reconciliation or True Up, in cooperation with VITA and the MSI, for support of the Services being provided and the take-on Messaging Services obligations by the Supplier.

For SaaS vendors that are not a supported software publisher in ServiceNow or do not have a prebuilt SaaS License Connector in ServiceNow, NTT DATA will depend upon the MSI to implement a SaaS License Connection via the ServiceNow IntegrationHub. This is a low code highly supportable model recommended by ServiceNow. In the cases where the MSI is unable to make an operational interface available, NTT DATA will provide reports in CSV format to the MSI with the necessary license information.

Before commencement, Supplier will provide a standard report showing the services that each user will be authorized to use at the initial commencement. Every user authorized to use a software service will be reported showing that they will have access to a license. The Supplier will also provide a report that will include all licenses owned (rights) compared to all licenses consumed (entitlements).