



Exhibit 3.3

Critical Deliverables

VA-240322-PSLI: Mainframe Services

COMMONWEALTH OF VIRGINIA
VIRGINIA IT AGENCY (VITA)
SUPPLIER STRATEGY AND PERFORMANCE DIVISION

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1.0 Introduction

This Exhibit sets forth the Critical Deliverables as part of the Supplier's obligations under **Exhibit 3.0 (Reporting and Service Level Management)**. Supplier will comply with these and related requirements in **Exhibit 2.1 (Description of Services - Mainframe)**.

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 carried out in accordance with the procedures 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 - Mainframe)**.

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 - Mainframe)**, 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 Billing RU
 - Training Plan
 - Transition Out Plan
- Service Operations
 - Reference 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 in accordance with requirements set forth in **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 OEM Support 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 set forth in section 3.1.6 Continuity Requirements of **Exhibit 2.1 (Description of Services – Mainframe)**, 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 <Reserved>

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 Services. The Supplier report on the progress of Customer Satisfaction Measures at least annually.

2.9 <Reserved>

2.10 <Reserved>

2.11 <Reserved>

2.12 <Reserved>

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 <Reserved>

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 and outlined in **Exhibit 2.5 (Transition Out Plan)**. The Supplier will deliver a Transition Out Plan prior to service commencement and, thereafter, an updated Transition Plan Annually.

2.19 Software Asset Management (SAM) Reconciliation

The Mainframe Supplier, on a semi-annual basis for all assigned 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), will reconcile, validate, and report software license usage against the inventory tracking maintained in the MSI Service Management System (SMS).

Semi-annually, 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).

Semi-annually, 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 CMDB Billing RU

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

2.22 <Reserved>

2.23 <Reserved>

3.0 One-Time Critical Deliverables

This section sets out those Critical Deliverables that are reviewed and Accepted 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 - Mainframe)**.

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 Mainframe Services. The purpose and scope of such plans are to outline the specific tasks for completing the transition of 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 Mainframe Services.

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 Mainframe Services.

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 3.0 (Reporting and Service Level Management)** and the requirements of the Agreement.

The Supplier will show the complete implementation of those reports and Service Levels that will begin with the transition of obligations to Supplier.

The Supplier will show the complete implementation of all reports and Service Levels as identified in **Exhibit 3.0 (Reporting and Service Level Management)**.

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 Complete Asset Inventory and CMDB Data Population

The Supplier will provide to VITA all the inventory and relationship mapping data of Equipment, Software, and related information items and services provided in the support of the Services whether deployed at Customer Sites or at Supplier locations. The Supplier will create an initial CMDB that properly represents all items.

The Supplier will ensure that CIs are properly mapped (e.g., application to server; application to business priority; application to DR priority) and updated in the CMDB in order to support Service delivery processes and service level measurements.

The Supplier will accomplish the completion of the CMDB and any necessary reconciliation or True Up, in cooperation with the VITA, for support of the Services being provided and the take-on of Mainframe Services obligations by the Supplier.

3.8 Service Catalog Request and Fulfillment Implementation

The Supplier will provide for a Service Catalog that includes functionality to provision all Services for Mainframe Services. 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– Initial Draft

The Supplier will collaborate with VITA, or the MSI delegated by VITA, and all other Service Tower suppliers (STS) within the Integrated Services Platform to develop and provide to VITA initial draft Operating Level Agreements (OLAs) that have been mutually agreed to by MSI (as required), Supplier and every applicable STS. The draft OLAs will be sufficiently complete and comprehensive to allow Supplier to commence services.

3.10.2 Operating Level Agreements - Final Document

The Supplier will collaborate with VITA, or the MSI delegated by VITA, 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) Reconciliation – Initial Report

The Supplier will provide an initial report of relationships for all 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 Leave measurements and the delivery of Services. The Supplier shall validate that all selected CIs have met Electronic Check-In requirements. Supplier shall provide a complete inventory of licensed user to license type.

3.12 <Reserved>

3.13 <Reserved>

3.14 Transition Closure Report

The Supplier will provide a Transition Closure Report reflecting completion of all Implementation and Transition Project activities.