Exhibit 3.3 – MODIFICIATION NO. 9

Critical Deliverables

Effective July 1, 2023

VA-180915-XERX – Managed Print 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 (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 Not Active
  - 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   <Reserved>

2.3   <Reserved>

2.4   <Reserved>

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   \<Reserved>

2.8   \<Reserved>

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   \<Reserved>

2.11   \<Reserved>

2.12   \<Reserved>

2.13   \<Reserved>

2.14   \<Reserved>

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. The Supplier will deliver a Transition Out Plan prior to service commencement and, thereafter, an updated Transition Plan Annually.

2.19 \<Reserved>

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 RFecord, 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   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 Managed Print 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 Managed Print 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 (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 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 Managed Print 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 Managed Print 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 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 Project Management Plan

 The Supplier will successfully deliver an initial draft of the project management plan that defines how the project is executed, monitored and controlled. The project management plan will define the approach the Supplier will take to deliver the Services and will be used as a baseline for VITA to measure the Supplier's performance. The Supplier will use the Project Management Body of Knowledge (PMBoK) methodology to develop the initial draft of the project management plan.