

**Appendix 3 to
Ninth Amendment of
Master Services Agreement**

March 1, 2014



**Attachment to Data Center Services
Multisourcing Service Integrator
Master Services Agreement**

DIR Contract No. DIR-DCS-MSI-MSA-001

Between

**The State of Texas, acting by and through
the Texas Department of Information Resources**

and

Capgemini America, Inc.

**Attachment 3-C
Critical Deliverables**

March 1, 2014

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1. ONE TIME DELIVERABLES – INTRODUCTION

This Attachment sets forth certain obligations of Service Provider regarding One Time Deliverables. If Service Provider fails to deliver to DIR any Critical Deliverables as described below, in format and content acceptable to DIR, the Service Provider shall provide DIR, each month, a credit as set forth in **Attachment 3-A** until such One Time Deliverable is provided to DIR.

Unless otherwise specified below, Service Provider shall provide each One Time Deliverable set forth in **Attachment 3-A** on or before the number of months prior to or after the Effective Date or the Commencement Date, as applicable and as indicated in this Attachment. For the avoidance of doubt, (i) if the Effective Date is September 1, 2011, and (ii) if the number of months for delivery of a One Time Deliverable is three (3) months after the Effective Date, the Service Provider must provide the Critical Deliverable to DIR no later than December 1, 2011.

1.1 Complete Asset Inventory and CMDB Initial Data Population

MSI will conduct with the support of Server Component Provider an initial, complete inventory of all Equipment, Software, and related information items (e.g. application to server; application to business priority; application to DR priority) provided or supported by Service Provider and deployed at DIR Sites or Service Provider locations within four (4) months after the Commencement Date. This initial inventory will include all IT assets, whether such assets are owned or leased by either the applicable DIR Customer or the Service Provider. A complete asset inventory will include measurements of the resource units required to complete true-up as described in **Exhibit 4**. Completion of this deliverable will include DIR approval of the inventory and any required adjustments to the Monthly Resource Baselines. Service Provider 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.

1.2 Transition Readiness Plan

Service Provider will complete a Transition Readiness Plan that must be delivered to DIR at least one (1) month prior to the Commencement Date. The purpose and scope of such plan is to outline the plans and milestones for completing the transition of the management and operations of the Services to Service Provider. 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 Service Providers, knowledge transfer programs, status of operations documentation, web portal status including service desk functions, and any other issue for transition of management and operations of the Services to Service Provider.

1.3 Transition Plan

Service Provider will deliver the Transition Plan in two phases. Two (2) months after Effective Date, Service Provider will provide DIR and DIR Customers with an initial plan, in accordance with **Exhibit 19**, which will address all transition activities for both DIR and DIR Customers in preparation for an including Commencement of Service.

No later than August 19, 2012, Service Provider will provide DIR with an update of the plan, in accordance with **Exhibit 19**, that will address all transition activities for both the DIR and DIR

Customers that will result in the completion of Transition no later than six (6) months from Commencement Date.

1.4 Transformation Plan

The Transformation Plan will be developed in phases.

In the first phase, due 1.5 months after Commencement, MSI, with the support of the Service Component Providers, will complete the plan in accordance with **Exhibit 20**. The plan will include the timeline and key deliverables associated with each phase of the plan, including technology Refresh to achieve hardware and software currency and data center consolidation. This plan documents the Service Provider's solution for stabilization of the environment and the implementation of management tools.

The second phase of the plan will be due five and half (5.5) months after Commencement Date. This plan will contain the DIR Customer specific plans and schedules through August 31st of the following contract year.

1.5 Service Management Manual (SMM)

The MSI, with the support of the Service Component Providers, will develop documentation in accordance with the requirements in **Attachment 6-B** (Services Management Manual).

Service Provider shall deliver the Service Management Manual in phases, the contents of each phase being jointly determined by DIR and MSI prior to the Effective Date, to DIR on the following dates:

- Phase I: due two (2) months after the Effective Date and will include initial contents and structure
- Phase II: due one-half (0.5) month prior to the Commencement Date and will include sections indicated as due prior to Commencement Date in the "Due Date" column of **Attachment 6-B**
- Phase IIb: due one and one-half (1.5) month after Commencement Date and will include sections indicated as due prior to August 15, 2012 in the "Due Date" column of **Attachment 6-B**
- Phase III: a complete Service Management Manual is due six (6) months after the Commencement Date

1.6 New Customer Integration Plan

On October 1, 2013, the MSI, with the support of the Service Component Providers, shall provide a detailed plan regarding MSO365 and Print/Mail Services that documents how new DIR Customers will be integrated into the existing Services. Such plan should include a strategy for sharing infrastructure and transition costs with all DIR Customers equally. On April 1, 2014, the MSI, with the support of the Service Component Providers, shall provide a detailed plan regarding Servers and Mainframe that documents how new DIR Customers will be integrated into the existing Services. Such plan should include a strategy for sharing infrastructure and transition costs with all DIR Customers equally.

1.7 Updated Disaster Recovery Plans

At Commencement the MSI, with the support of the Service Component Providers, will update all Disaster Recovery Plans (both DIR Customer and Consolidated Data Centers) to reflect correct contact information and activation, notification and declaration processes and procedures resulting from Transition.

The MSI, with the support of the Service Component Providers, shall work with DIR Customers to complete a gap analysis of the current Disaster Recovery Plans and Technical Recovery Guides compared to the requested recovery time objective and selected service tier from the Services Tier Matrix, as specified in **Exhibit 16**.

Within six (6) months after the Commencement Date, the MSI, with the support of the Service Component Providers, will (i) for all previously tested Applications, update the Disaster Recovery Plans and Technical Recovery Guides to reflect all changes implemented during Transition, (ii) complete the gap analysis, document the gaps, and present to the DIR Customers all gaps with proposed options to remediate, and (iii) provide DIR a schedule for creating new or updating existing Technical Recovery Guides for all Applications.

1.8 Web Portal Improvement Plan

MSI will complete a Web Portal Improvement Plan which must be delivered to DIR at least two (2) months prior to the Commencement Date. The plan shall include the milestones and tasks for integration of Service Provider systems (e.g. Service Catalog, Chargeback, documentation and reporting) and for implementation of stabilization requirements.

1.9 Consolidated Data Center Network Improvement Plan

Network Component Provider will complete Local Area Network Improvements for the ADC, SDC and Winters Data Center, which will be delivered in four (4) phases. The first phase, which must be delivered to DIR at least two (2) months prior to the Commencement Date, shall include the milestones and tasks for addressing the current and long term requirements for stabilization, growth and Transformation. The second phase will be the completion of the new LAN infrastructure in the Consolidated Data Centers (ADC and SDC) by at least January 1, 2013.

The third phase will be the delivery of a network implementation rolling migration plan to DIR on or prior to April 1, 2013. This detailed plan is to move Servers from old LAN infrastructure to the new Network Environment and shall include the identification of migration approaches, Servers grouped by migration approach, MS Project Schedule for first 3 months, and appropriate milestones identified for the complete implementation of the migration effort.

The fourth phase will be the completion of Network improvement tasks as defined in phase 3. These tasks include the migration of all servers to new networks including ADC, SDC, SDC Legacy and Winters, a report showing completed change requests in Remedy, a report on capacity and performance improvements, and the legacy networks decommissioned.

Note: Acceptance criteria for the phase 4 milestone will be written and a contract change request submitted for this milestone due date on or before April 1, 2013.

2. RECURRING DELIVERABLES – INTRODUCTION

This Attachment sets forth certain obligations of Service Provider regarding Recurring Deliverables. If Service Provider fails to deliver to DIR any Recurring Deliverables as described below, in format and content acceptable to DIR, the Service Provider shall provide DIR, each month, a credit as set forth in Attachment 3-A until such Recurring Deliverable is provided to DIR.

Unless otherwise specified below, Service Provider shall provide each Recurring Deliverable set forth in Attachment 3-A on or before the Deliverable date indicated in Attachment 3-A. The Acceptance Criteria for the Recurring Deliverables are indicated in Attachment 19-A and Attachment 20-A.

2.1 Annual Technology Plan

The MSI, with the support of the Service Component Providers, will complete a Technology Plan on ~~January~~ February 15th of each calendar year. The Technology Plan will include unique DIR Customer plans as appendices. The Technology Plan will comply with the requirements of Section 9.5 (d) of the Agreement. The Technology Plan shall be the basis for generation of technology roadmaps which will include schedules, dependencies and requirements for introduction of new technology changes as well as acquisition, support, and retirement of software/hardware.

2.2 Annual Transformation Plan

The MSI, with the support of the Service Component Providers, will submit an updated Transformation Plan in accordance with Exhibit 20, which will be due annually on May 1st. Each annual update of the plan will contain a report on adherence to the plan for the preceding period, and include DIR Customer specific plans and schedules for the period of September 1st through August 31st of the following contract year. This schedule will support the financial forecasting requirements of DIR and DIR Customers.

2.3 Technology Roadmap for Equipment and Software

The MSI, with the support of the Service Component Providers, will publish updates to the Technology Plan as the Technology Road Map to include proposed updates to reference technical architecture and software currency designations. Service Provider will complete a Technology Roadmap annually on June 15th of each calendar year. The Technology Roadmap will comply with the requirements of Section 9.5(d) of the Agreement. The Roadmap will identify specific, short-term steps and schedules for projects or changes with estimated timing and cost impacts for DIR and DIR Customers. The Technology Roadmap will be updated at least annually.

2.4 Annual Equipment & Software Refresh Forecast and Plans

The MSI, with the support of the Service Component Providers, will deliver annually to DIR an Annual Equipment & Software Refresh Forecast Plan that ~~addresses~~ identifies Refresh for all Equipment and Software for which a Refresh cycle is provided in Attachment 4-B. ~~and is eligible for refresh in the next fiscal year.~~ Service Provider will deliver the Annual Equipment & Software Refresh Plan Forecast on ~~January 15th of each calendar year.~~ the date set forth in Attachment 20-A.

As a part of the ~~plan~~ forecast, Service Provider will provide a ~~schedule~~ recommendation to upgrade Software to N/N-1 levels and to Refresh Equipment in accordance with the Technology Plan and Technology Roadmap. Software proposed in the refresh ~~plan~~ forecast will comply with the N/N-1 levels in Consolidated Data Centers.

In subsequent plans, Service Provider will include a report describing the Refresh status of all Equipment and Software.

The MSI, with the support of the Service Component Providers, will deliver quarterly refresh plans and refresh completion reports as Interim deliverables.

2.5 Annual Security Plan

Annually on October 1 the MSI, with the support of the Service Component Providers, shall deliver a Security Plan in accordance with the Statements of Work and **Exhibit 17**.

2.6 Security Assessment Remediation

For any agreed action plan resulting from an Assessment conducted pursuant to **Attachment 17-C**, Service Provider shall complete all remediation actions set forth in such plan in accordance with the standards provided in **Attachment 17-C**.

2.7 CMDB Configuration Item Reconciliation

Commencing on the first anniversary of the Commencement Date, and then on July 1st annually thereafter, the MSI, with the support of the Service Component Providers, will annually reconcile and validate that appropriate relationships exist for all DIR Customer CIs in the CMS. Service Provider 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.

2.8 Service Management Manual Currency – Quarterly Report

Beginning on April 1, 2013, and quarterly thereafter, MSI will provide a report which demonstrates the currency and accuracy of the SMM sections reviewed in that quarter. At the beginning of each calendar year, MSI will provide a schedule for the year that outlines the sections of the Service Management Manual that will be reviewed in each quarter.

2.9 Customer Satisfaction Surveys – Results Report

MSI shall conduct customer satisfaction surveys in accordance with **Exhibit 14** to determine the satisfaction of DIR and the DIR Customers concerning the Services. These surveys shall be conducted and a results report shall be provided by the MSI to DIR seven (7) months after the Commencement Date and semi-annually thereafter.

2.10 Customer Satisfaction Improvement Plan

Three (3) months after the results of the Customer Satisfaction Surveys are available, the MSI, with the support of the Service Component Providers, shall provide a plan in accordance with **Section 7.6(c)** of the Agreement to address and improve the level of satisfaction. The progress of implementation and improvement shall be reported by the MSI on a monthly basis.

2.11 Disaster Recovery Test Plan and Schedule

Within three (3) months after the Commencement Date, the MSI shall develop and provide a consolidated disaster recovery test plan and schedule in accordance with the approach outlined in **Exhibit 16**. The disaster recovery test plan and schedule shall be updated annually thereafter.

2.12 Security Patch Compliance Report

Not later than three (3) months after Commencement and by October 1st annually thereafter, Service Provider will deliver a report assessing security patch level compliance. The report shall include a compliance plan.

3. DELIVERABLE ACCEPTANCE CRITERIA MATRIX

This section describes the process DIR will use for Acceptance of Milestone Deliverables.

A thorough deliverable acceptance process that addresses deficiencies as early as possible to minimize impacts to the Services is critical. DIR and DIR Customer will review the Milestone Deliverables throughout the phases of development. Service Provider will solicit input from DIR and DIR Customer as the Milestone Deliverables are developed. Service Provider shall review the expectations in advance so as to obtain acceptance of the final Milestone Deliverable within the Acceptance Review Period. Feedback and suggestions received from DIR and DIR Customers will be incorporated into the Milestone Deliverable. The deliverable acceptance process will comply with **Section 4.6** of the Agreement and be formally documented in the Service Management Manual.