

**CO-LOCATION SERVICES CONTRACT
BETWEEN
THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND
BEARINGPOINT, INC.**

This Co-location Services Contract ("**Contract**") is entered into by and between the State of Texas, acting by and through the Texas Department of Information Resources ("**DIR**"), with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and BearingPoint, Inc. ("**BearingPoint**"), with a principal place of business at 301 Congress Avenue, 13th Floor, Austin, Texas 78701.

Whereas, DIR has engaged BearingPoint to manage and operate the TexasOnline information technology (IT) environment; and

Whereas, BearingPoint shall be provided co-location services for DIR's TexasOnline IT environment by DIR.

Now, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, DIR and BearingPoint (collectively, the "**Parties**" and each, a "**Party**") hereby agree as follows:

I. STATEMENT OF SERVICES TO BE PERFORMED

A. BearingPoint shall be provided co-location services at the State Data Center located in San Angelo, Texas for DIR's TexasOnline IT environment. The specific services are further described in Attachment C, Statement of Work.

B. DIR has engaged International Business Machines Corporation ("**Service Provider**") to provide data center services which include management of the data center facilities where the co-location services shall be performed. Service Provider shall provide the services described in Attachment C, Statement of Work, to BearingPoint.

II. TERM AND TERMINATION OF CONTRACT

A. The term of this Contract shall commence on July 1, 2008. Unless terminated earlier as provided herein, this Contract shall terminate at 11:59:59 p.m., Central Time, August 31, 2014, or upon the date the TexasOnline IT environment is completely transitioned to fully managed services under the data center services agreement between DIR and Service Provider, whichever occurs first. This Contract may be extended for up to three (3) extension periods of up to one (1) year each.

B. This Contract may be terminated by either Party upon at least one hundred (100) calendar days prior written notice.

C. If this Contract is terminated by BearingPoint for any reason other than material breach by DIR or transition of DIR's TexasOnline IT environment to fully managed services under the data center services agreement between DIR and Service Provider, BearingPoint shall pay DIR an amount sufficient to reimburse DIR for any termination charges, which shall consist of costs that are reasonably and actually incurred by DIR and/or Service Provider as a direct result of termination of the services (e.g. disassembling equipment cabinets, removing power whips, replacing floor tiles). Payment of such compensation by BearingPoint to DIR shall be a condition precedent to BearingPoint's termination. BearingPoint shall, at its own expense, remove or cause to be removed within 60 calendar days of the termination effective date all co-located equipment applicable to the terminated services.

III. CONTRACT AMOUNT

A. BearingPoint shall be responsible for and agrees to pay DIR the monthly recurring charges, any applicable one-time charges, DIR Cost Recovery Fee, and any other expenses incurred by DIR on behalf of BearingPoint, for services received under this Contract. An overview of the monthly recurring charges, one-time charges, and the DIR Cost Recovery Fee is included in Attachment B, Overview of Charges.

B. It is understood and agreed that amounts are subject to change depending upon the requirements of DIR. Attachment A, Estimated Cost Amount, supports the estimated cost amounts, excluding the DIR Cost Recovery Fee, between DIR and BearingPoint and is hereby incorporated as part of this Contract. It is further agreed between the Parties that the estimated costs shall be reviewed and revised as necessary on or before each August 1st, and shall reflect an estimated maximum amount for the charges for not less than the next two State of Texas fiscal years.

IV. PAYMENT FOR SERVICES

A. DIR will pay the Service Provider for the co-location services and shall electronically invoice BearingPoint on a monthly basis. Each invoice shall include the monthly recurring charges, any applicable one-time charges, the DIR Cost Recovery Fee, and any other expenses incurred by DIR on behalf of BearingPoint, for services received by BearingPoint under this Contract.

B. The DIR Cost Recovery Fee shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR Cost Recovery Fee.

C. In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, BearingPoint shall make monthly payments within twenty (20) calendar days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and BearingPoint shall use the date the invoice is electronically transmitted by DIR to BearingPoint. Although cash flow considerations require timely payments as required herein, the rights of BearingPoint and DIR to dispute charges invoiced by Service Provider shall be consistent with Texas law.

D. BearingPoint is liable for all costs and expenses associated with services provided under this Contract to the extent such costs and expenses have been incurred by DIR and such services have been provided to BearingPoint.

E. If BearingPoint disputes an unpaid invoice, it shall present the billing dispute in writing directly to DIR within fifteen (15) calendar days after the date BearingPoint receives the invoice from DIR. BearingPoint will provide to DIR all relevant documentation to justify the billing dispute.

F. In the event that DIR incurs interest charges pursuant to Chapter 2251, Texas Government Code, as a result of BearingPoint's failure to pay DIR within twenty (20) calendar days following receipt of an invoice from DIR or an invoice dispute by BearingPoint is resolved in favor of Service Provider, then BearingPoint shall pay DIR for the applicable interest charges.

V. ROLES AND RESPONSIBILITIES

A. DIR will act as the primary interface with Service Provider for all matters related to the management and administration of the services provided hereunder.

B. BearingPoint shall interface with Service Provider on the performance of "day to day" services requiring Service Provider and BearingPoint interaction, planning, coordination, and issues escalation.

C. The responsibilities of DIR, Service Provider, and BearingPoint are more fully described in Attachment C, Statement of Work.

VI. MISCELLANEOUS PROVISIONS

A. Public Information Act Requests

1. BearingPoint acknowledges that DIR is a government agency subject to Chapter 552, Texas Government Code (the Public Information Act). BearingPoint also acknowledges that DIR will comply with the Public Information Act, and with

all opinions of the Texas Attorney General's office concerning the Public Information Act.

2. Under the Public Information Act, information held by DIR or Service Provider in connection with the provision of services under this Contract is information collected, assembled and maintained for DIR. DIR shall respond to Public Information Act requests for Service Provider information. If BearingPoint receives a request for Service Provider information that BearingPoint possesses, BearingPoint shall respond to the request as it relates to the information held by BearingPoint. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to decisions of the Attorney General.

B. Confidential Information

DIR shall require Service Provider to maintain the confidentiality of DIR TexasOnline information to the same extent that BearingPoint is required to maintain the confidentiality of the information and with the same degree of care Service Provider uses to protect its confidential information. BearingPoint shall provide detailed confidentiality procedures that are specific to DIR's TexasOnline IT environment, including the process BearingPoint shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by Service Provider.

C. Notices

All notices, demands, designations, certificates, requests, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under this Contract shall be sent to a Party at the respective address indicated below or to such other address as such Party shall have notified the other Party in writing.

BearingPoint Notices

BearingPoint, Inc.
Tava Michalik, Director for TexasOnline
301 Congress, Suite1500
Austin, Texas 78701
(512) 382-3386 (facsimile)
Email: tava.michalik@bearingpoint.com

DIR Notices

Department of Information Resources
Cindy Reed, Deputy Executive Director Operations & Statewide Technology Sourcing
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759 (facsimile)
Email: cindy.reed@dir.state.tx.us

D. Additional Contact Information

Additional contact information for each Party is set forth below.

BearingPoint's Primary Contact

Name: Tava Michalik, Director for TexasOnline
Address: 301 Congress, Suite1500
Austin, Texas 78701
Telephone: (512) 542-5345
Fax: (512) 382-3386
Email: tava.michalik@bearingpoint.com

BearingPoint's Billing Contact

Name: Greg Speir
Address: 301 Congress, Suite1500
Austin, Texas 78701
Telephone: (512) 542-8077
Fax: (512) 382-3386
Email: gregory.speir@bearingpoint.com

DIR's Primary Contact

Name: Tamra Gilbert
Address: 300 W. 15th Street, Suite 1300
Austin, TX 78701
Telephone: (512)475-3320
Fax: (512) 475-4759
Email: tamra.gilbert@dir.state.tx.us

DIR's Billing Contact

Name: Bob Hopper
Address: P. O. Box 13564
Austin, TX 78711-3564
Telephone: (512) 936-4271
Fax: (512) 463-3304
Email: bob.hopper@dir.state.tx.us

E. Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this Contract.

F. Amendments

This Contract is not valid until signed by duly authorized representatives of the Parties, and may not be amended except by written document signed by the Parties hereto.

G. Entire Agreement

This Contract and its Attachments constitute the entire agreement between the Parties and supersedes all proposals or other prior agreements, oral or written, relating to the services described herein. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in this Contract or its Attachments shall be binding or valid.

H. Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees.

I. Signatory Warranty

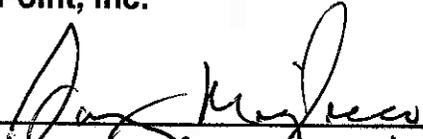
Each signatory warrants requisite authority to execute this Contract on behalf of the Party represented.

The laws of the State of Texas shall govern the construction and interpretation of this Contract. Nothing in this Contract or its Attachments shall be construed to waive the State's sovereign immunity

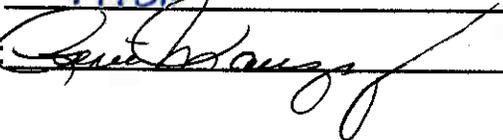
[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives effective on July 1, 2008.

BearingPoint, Inc.

By: 
Printed Name: Gary Mijlic
Title: Vice President
Date: 10/28/08
Legal: _____

DEPARTMENT OF INFORMATION RESOURCES

By: 
Cindy Reed, Deputy Executive Director
Operations & Statewide Technology Sourcing
Date: 11/4/08
Legal: 

Attachments to Contract

Attachment A, Estimated Cost Amount

Attachment B, Overview of Charges

Attachment C, Statement of Work

Attachment D, Service Responsibility Matrix

Attachment A
Estimated Cost Amount

Below are the estimated costs, excluding the DIR Cost Recovery Fee, for services to be received from DIR and Service Provider. The basis for estimating these costs are further described in Attachment B, Overview of Charges.

For the period July 1, 2008 through August 31, 2008, the estimated cost amount is \$36,329.00.

For the period September 1, 2008 through August 31, 2009, the estimated cost amount is \$217,974.00.

For the period September 1, 2009 through August 31, 2010, the estimated cost amount is \$217,974.00.

Attachment B
Overview of Charges

1. Monthly Recurring Charges

The monthly recurring charges for the services and support of co-located equipment comprising DIR's TexasOnline IT environment includes facility charges, utility charges and media charges. The monthly recurring charges listed in this Section 1 do not include the DIR Cost Recovery Fee.

A. Facility Charges

Facility charges are inclusive of data center floor space, overhead labor components for physical security, project management office (e.g., financial billing, utility calculations, change management, disaster recovery plan, problem management, and business controls), and all services described in Attachment C that are not identified in this Attachment B as having separate charges.

Facility charges are based on the number of co-located equipment cabinets comprising DIR's TexasOnline IT environment. The table below contains the specific number of cabinets for DIR's TexasOnline IT environment as of the effective date of the Contract. It is understood that DIR's TexasOnline IT environment may be dynamic in nature and the number of cabinets may vary and that additional cabinets may be needed. Therefore, facility charges will be calculated based on the actual number of co-located cabinets. If a cabinet is co-located for a portion of a calendar month, then the charges will be calculated on a prorated basis.

The unit rates and number of cabinets comprising DIR's TexasOnline IT environment monthly facility charges are estimated as follows:

Description	Unit Rate	Qty	Estimated Monthly Charge
State Data Center Facility Charge	\$326.00 / cabinet	19	\$6,194.00
Total			\$6,194.00

B. Utility Charges

Utility charges are inclusive of all electrical, heating and cooling costs. The table in this Section 1.B contains the utility consumption for DIR's TexasOnline IT environment as of the effective date of the Contract. It is understood that DIR's TexasOnline IT environment may be dynamic in nature and additional equipment may be needed. Therefore, utility charges will be calculated based on the actual utility consumption for the co-located equipment.

Prior to the start of each State of Texas fiscal year, the electric utility rates in effect at the applicable data center location and the utility consumption for DIR's TexasOnline IT environment will be reviewed. Based on any changes in the aforementioned electric utility rates and/or utility consumption, DIR will provide BearingPoint with the adjustments to the utility charges by July 7th for the upcoming State of Texas fiscal year. The utility rates in effect at the time any additions are made to DIR's TexasOnline IT environment shall apply.

The unit rates and consumption comprising DIR's TexasOnline IT environment monthly utility charges are as follows:

Description	Unit Rate	Qty	Total Monthly Charge
State Data Center Utility Charge	\$0.09017 / watt	75,296	\$6,789.44
Total			\$6,789.44

C. Media Charges

Media charges are fixed monthly charges based on the following factors for DIR's TexasOnline IT environment: media type, the number of daily tape changes, the number of tapes sent to/retrieved from offsite storage, all labor, offsite storage, destruction or disposal of tapes, and new or replacement tapes up to 20% of the annual baseline volume. The annual baseline volume is the sum of tapes at off-site storage, tapes in co-located silo, and tapes in on-site storage racks listed in the table in this Section 1.C.

In the event that the 20% replacement limitation is exceeded, BearingPoint will be charged at actual tape cost, plus an administrative/processing fee not to exceed 3%. Media charges are not inclusive of archival storage of tapes beyond one year.

The off-site storage volume, average daily quantity of tapes sent off-site, and average daily tape changes may increase by 25% of the volumes listed in the table in this Section 1.C at no additional charge.

Media charges may be revised in the case where a "Do Not Destroy" order is imposed upon DIR's TexasOnline IT environment.

The monthly media charges and baseline volumes for DIR's TexasOnline IT environment are as follows:

Description	Unit	Qty	Total Monthly Charge
State Data Center Media Charge			
Media Type: DLT IV			\$5,181.00

Average Tapes at off-site storage	Tape	139	
Average Tapes in collocated silo	Tape	49	
Average Tapes in on-site storage racks	Tape	69	
Average daily tape changes	Tape	11	
Average daily sent off-site	Tape	11	
Annual replacement/new tapes	Tape	51	
Total			\$5,181.00

2. One-Time Charges

One-time charges are for the transition and migration of DIR's TexasOnline IT environment to the co-location facility. In addition, one-time charges may be applicable for any build-out activities as a result of co-location of DIR's TexasOnline IT environment. The one-time charges described in this Section 2 do not include the DIR Cost Recovery Fee.

A. Transition Services

The charges may include a one-time charge for co-location transition services that are described in Attachment C. Prior to the commencement of any co-location transition services, a project proposal that includes pricing shall be submitted for BearingPoint's approval. The one-time charges shall be billed to BearingPoint upon BearingPoint's acceptance of the completion of such services.

Description	Total One-Time Charge
Transition Services	\$0.00

B. Migration Services

The charges may include a one-time charge for installing electrical power drops and LAN/WAN/SAN cabling at the rates as set forth in the table in this Section 2.B. In addition to the installation of power drops and LAN/WAN/SAN cabling, additional co-location migration services may be requested by BearingPoint.

Prior to the commencement of any co-location migration services, a project proposal that includes pricing shall be submitted for BearingPoint's approval. The one-time charges shall be billed to BearingPoint upon BearingPoint's acceptance of the completion of such services.

Description	Unit Charge	Quantity	Total One-Time Charge
State Data Center			
Electrical Power Whip	\$994.47 each	0	\$0.00
Network Cable – Fiber	\$ 8.05 per foot	0	\$0.00
Network Cable – Copper	\$ 4.47 per foot	0	\$0.00
Additional Migration Services			\$0.00

Description	Unit Charge	Quantity	Total One-Time Charge
Total			\$0.00

C. Build-Out Charges

The charges may include charges for any co-location-related build-out activities as described in Attachment C that may be necessary due to: 1) BearingPoint's failure to comply with the equipment configuration specified in Attachment C; or 2) a demand for co-location raised floor space that exceeds the expansion limitations set forth in Attachment C. Prior to the commencement of any co-location-related build-out activities, a project proposal that includes pricing shall be submitted for BearingPoint's approval. The one-time charges shall be billed to BearingPoint upon BearingPoint's acceptance of the completion of such services.

At the option of BearingPoint, the charges for build-out activities may be payable either in a one-time payment or in twelve (12) equal monthly payments. The project proposal shall include pricing for both a one-time payment and twelve equal monthly payments.

3. DIR Cost Recovery Fee

The DIR Cost Recovery Fee is the estimated amount DIR will recover from BearingPoint to fund expenditures for sourcing management as related to the services provided under the Contract.

Attachment C
Statement of Work

1. INTRODUCTION

This Statement of Work (SOW) sets forth certain services that will be provided to BearingPoint for co-location of equipment comprising DIR's TexasOnline IT environment. Attachment D, Service Responsibility Matrix provides a summary of the Service Provider and BearingPoint responsibilities.

2. GENERAL

1. Co-location services will be provided at the State Data Center located in San Angelo, Texas.
2. DIR's TexasOnline IT environment may transition to fully managed services under the data center services agreement between DIR and Service Provider.
3. Charges for the services described in this SOW are set forth in Attachment B, Overview of Charges.

2.1 Operation and Management of Co-located Equipment

1. BearingPoint will be responsible for the overall management and operation of DIR's TexasOnline IT environment.
2. Specific roles and responsibilities of BearingPoint and Service Provider with respect to the co-located equipment are further defined in this SOW.

2.2 Service Levels

1. The quantitative performance standards set forth in the data center services agreement between DIR and Service Provider are not applicable to the services described in this SOW.
2. The services described in this SOW will be provided in a timely and satisfactory manner.

2.3 Loss or Damage

1. Neither DIR nor Service Provider shall be responsible, in part or in full, for any service level or other performance-related financial remedies incurred by BearingPoint due to a loss or interruption of the services described in this SOW, when such loss or interruption is beyond the control of DIR or Service Provider.
2. DIR will be responsible for loss or damage to co-located equipment resulting from Service Provider's negligent or wrongful acts or omissions.

3. BearingPoint will be responsible for any type of loss or damage to its co-located equipment not resulting from Service Provider's negligent or wrongful acts or omissions.

2.4 Data Center Requirements

1. Co-location equipment added to the State Data Center after September 1, 2007, shall fully meet all Service Provider specified requirements and standards for data center equipment configuration as described below in Section 2.5. Except for co-location equipment installed at the State Data Center prior to September 1, 2007, failure to comply with the equipment requirements and specifications may result in build-out activities as defined in Section 3.4 below.
2. BearingPoint personnel supporting DIR's TexasOnline IT environment must fully meet all specified requirements for data center physical security as described below in Section 2.6.

2.5 Equipment Configuration

1. Service Provider currently uses IBM T7014, Chatsworth N-Series TeraFrame™ Network, or Anixter cabinets as the existing standards.
2. Co-located equipment cabinets will be:
 - 2.1 lockable; and
 - 2.2 no more than 42U in height and no larger than 26" wide and 44" deep.
3. Co-located non-rack mountable units will be:
 - 3.1 lockable;
 - 3.2 no more than 42U in height and no larger than 26" wide and 44" deep;
 - 3.3 subject to adherence with existing industry standard for such non-rack unit enclosures; and
 - 3.4 cannot exceed the floor loading specifications of the existing raised-floor surface for such non-rack mountable units.
4. Co-located tape silos and other peripherals will be:
 - 4.1 lockable;
 - 4.2 no more than 42U in height;
 - 4.3 subject to adherence with existing industry standard for such tape silos or other peripherals; and
 - 4.4 cannot exceed the floor loading specifications of the existing raised-floor surface for such tape silos and other peripherals.
5. To safeguard the co-located equipment, all cabinets or enclosures must be lockable. Service Provider personnel on-site at the data center will maintain

control of the keys to the co-located equipment cabinets or enclosures to prevent unauthorized access.

2.6 Data Center Physical Security

1. BearingPoint personnel requiring access to the co-located equipment must meet all security requirements imposed upon Service Provider personnel, including but not limited to, submission of background check paperwork and receipt of security clearance from the Texas Department of Criminal Justice. Access to the co-located equipment shall be restricted to the performance of maintenance, installation, or incident resolution activities.
2. BearingPoint personnel with access privileges to the State Data Center will be issued an access badge that must be worn and must be visible at all times when in the data center. Such personnel will be required to comply with the applicable physical security procedures imposed upon Service Provider personnel and all Service Provider physical security guidelines.
3. Any non-authorized personnel requiring access to the State Data Center to perform work on co-located equipment on behalf of BearingPoint must be escorted by properly authorized and cleared BearingPoint personnel. The BearingPoint escort will ensure that non-authorized personnel adhere to the established security and operational guidelines. Neither DIR nor Service Provider will be responsible for providing escorts within the State Data Center for the aforementioned non-authorized personnel.
4. Authorized BearingPoint personnel who need to access co-located equipment at the State Data Center must provide advance notice to Service Provider operations personnel in accordance with the Co-Location Procedures section of the Policies and Procedures Manual which is described in Section 4 below.

2.7 Co-location Floor Space Capacity

1. The co-location services will be provided within the physical space limitations of the raised floor areas, and the expansion constraints of these areas, at the State Data Center.
2. Service Provider will maintain the data center space plans and will specify co-location equipment placement within the raised floor areas of State Data Center.
3. Based on the dimensions specified in Section 2.5, plus clearance for opening the cabinet door, the amount of raised floor space occupied by one equipment cabinet is 25 square feet. The baseline amount of raised floor space occupied by DIR's TexasOnline IT environment at the State Data Center is calculated by multiplying the number of cabinets in Attachment B, Section 1.A by 25 square feet.

Description	Number of Cabinets	Sq. Ft. Per Cabinet	Total Sq. Ft.
State Data Center Facility	19	25	475
Total			475

4. The amount of raised floor space occupied by DIR's TexasOnline IT environment will expand no more than ten percent (10%) of the baseline contained in 2.7.3 above (non-compounded) per year.
5. BearingPoint will use reasonable efforts to ensure that in-cabinet consolidation or virtualization will optimize the co-located equipment such that the amount of space does not exceed the aforementioned expansion limitation. If after such efforts it is determined that the expansion limitation will be exceeded, DIR, Service Provider and BearingPoint will work in good faith to agree on how the requirement for additional space will be accommodated.
6. On a quarterly basis, Service Provider will provide an update of the resource baselines that includes co-located equipment additions and/or deletions for the preceding three-month period. DIR will review and validate the quarterly updates with BearingPoint as necessary.
7. Co-location floor space capacity planning will occur as follows:
 - 7.1 BearingPoint will provide a capacity plan to DIR by January 14th of each year of this Contract that includes prospective changes to DIR's TexasOnline IT environment for the forthcoming 12-month period of April through March.
 - 7.2 DIR will provide Service Provider's proposal to BearingPoint by March 7th of the subject Contract year for prospective changes to DIR's TexasOnline IT environment during the forthcoming 12-month period of April through March should such changes impact the Charges.
 - 7.3 BearingPoint will provide written approval to DIR of any prospective changes by March 21st of the subject Contract Year of the prospective changes to DIR's TexasOnline IT environment.

3. SERVICES

3.1 Project Management

1. Service Provider's responsibilities include:
 - 1.1 Providing project management of the Service Provider responsibilities described in this SOW.
 - 1.2 Providing a Project Manager to serve as the single point of contact for Service Provider's provision of the co-location services described in this SOW.

2. BearingPoint's responsibilities include:
 - 2.1 Providing project management of the BearingPoint responsibilities described in this SOW.
 - 2.1 Providing a Project Manager to serve as the single point of contact for BearingPoint with respect to BearingPoint's receipt of the co-location services described in this SOW.

3.2 Transition

Transition consists of the effort to transfer services responsibility from one party to another and does not include migration or build-out activities as defined below in Sections 3.3 and 3.4 respectively.

1. Service Provider's responsibilities include:
 - 1.1 Transition project planning which will include submission of a project plan for the transition. The project plan will organize the work of the transition along a time scale such that dependencies are identified. This will enable the parties to meet commitments at the specified due dates and provide the Service Provider with a sound basis upon which to track and control progress. The project plan will include the details of the BearingPoint plans only to the extent that dependencies and completion milestones are clearly described.
 - 1.2 Providing a project plan that consists of the following:
 - a. Task duration estimates;
 - b. Task sequence and dependencies;
 - c. Critical path identification; and
 - d. Time control methods.
 - 1.3 Assisting BearingPoint with asset inventory tracking and management activities for co-located equipment.
 - 1.4 Assisting BearingPoint with knowledge transfer related to the co-located equipment.
 - 1.5 Assisting BearingPoint with process/procedure transfer related to the co-located equipment.
 - 1.6 Updating the Policies and Procedures Manual to contain processes/procedures related to the co-located equipment.
 - 1.7 Co-location transition project close-out.
2. BearingPoint's responsibilities include:
 - 2.1 Asset inventory tracking and management activities for co-located equipment.
 - 2.2 Knowledge transfer related to the co-located equipment.

2.3 Process/procedure transfer related to the co-located equipment.

3.3 Migration

Migration consists of the effort required to relocate DIR's TexasOnline IT environment to, or install co-location equipment in, the State Data Center.

1. Service Provider's responsibilities include:
 - 1.1 Reviewing and approving BearingPoint's migration plan and advising BearingPoint of any errors or defects requiring action to obtain Service Provider's approval.
 - 1.2 Preparing State Data Center raised floor area for co-location equipment, including floor tile cuts.
 - 1.3 Providing required electrical power connections including power drops to co-location equipment.
 - 1.4 Performing WAN/LAN/SAN cabling installation at the State Data Center to the co-located equipment cabinets.
 - 1.5 Assisting BearingPoint with receipt and unpacking of co-located equipment at State Data Center.
 - 1.6 Installing co-located equipment cabinets.
 - 1.7 Assisting BearingPoint with test and start-up of co-located equipment.
 - 1.8 Providing on-site support for activities relative to co-located equipment received and check-out/testing of utilities provided at the State Data Center.
 - 1.9 Assisting BearingPoint with de-installation of co-located equipment cabinet that is to be removed from the State Data Center.
2. BearingPoint's responsibilities include:
 - 2.1 Migration planning for relocation of DIR's TexasOnline IT environment equipment.
 - 2.2 Providing Service Provider with BearingPoint's migration plan for Service Provider's review and approval.
 - 2.3 Correcting any errors or defects requiring action to obtain Service Provider's approval of BearingPoint's migration plan.
 - 2.4 Financial responsibility for WAN/LAN/SAN cabling installation at the State Data Center to the co-location equipment cabinets
 - 2.5 Packing and shipping co-location equipment to State Data Center.
 - 2.6 Receiving and asset management of co-location equipment at the State Data Center.
 - 2.7 Re-installing DIR's co-location equipment at the State Data Center.

2.8 Testing and start-up of co-location equipment.

3. BearingPoint may request additional co-location migration services from Service Provider. Prior to the commencement of such additional services, a project proposal that includes pricing shall be submitted for BearingPoint's approval.

3.4. Build-Out

1. Build-out activities are those activities necessary to expand or modify the State Data Center to accommodate co-located equipment.
2. Build-out activities may be necessary due to BearingPoint's: a) failure to comply with the equipment configuration specified in Section 2.5 above; or b) demand for co-location raised floor space that exceeds the expansion limitations set forth in Section 2.7 above.
3. Prior to the commencement of any co-location-related build-out activities, a project proposal that includes pricing shall be submitted for BearingPoint's approval.

3.5 Facilities Management and Services

1. Service Provider's responsibilities include:
 - 1.1 Providing the raised floor space for the co-located equipment managed by BearingPoint at the State Data Center.
 - 1.2 Providing utilities and circuits for the co-located equipment at the State Data Center.
 - 1.3 Maintaining WAN/LAN/SAN infrastructure cabling to the co-located equipment cabinets at the State Data Center.
 - 1.4 Providing physical security controls and procedures, as described in Section 2.6 above, for co-located equipment and BearingPoint personnel at the State Data Center.
 - 1.5 Managing and maintaining the State Data Center building.
 - 1.6 Managing and maintaining environmental controls such as electrical power, air conditioning and heating for the co-located equipment at the State Data Center.
 - 1.7 Providing co-location equipment floor space capacity planning as described above in Section 2.7.
2. BearingPoint's responsibilities include:
 - 2.1 Participating in co-location equipment floor space capacity planning as described above in Section 2.7.

3.6 Hardware/Software Procurement and Support

1. Service Provider's responsibilities include:
 - 1.1 Providing BearingPoint with documentation specifying the facility and security requirements described above in Sections 2.5 and 2.6 for any co-location equipment to be installed at the State Data Center.
 - 1.2 Maintaining physical security controls for authorizing co-location equipment receipt at or removal from the State Data Center.
 - 1.3 Scheduling State Data Center times for equipment installation/de-installation by BearingPoint as requested in accordance with Section 2.6.
 - 1.4 Providing a point of contact for BearingPoint to gain access to the State Data Center to service installed equipment.
2. BearingPoint's responsibilities include:
 - 2.1 Providing hardware and cabling requirements to Service Provider for co-location equipment.
 - 2.2 Defining hardware and software configuration to support DIR's TexasOnline IT environment.
 - 2.3 Acquiring, tracking, and managing all hardware and software that comprises DIR's TexasOnline IT environment.
 - 2.4 Scheduling through Service Provider times for delivery of hardware and/or software at the State Data Center.
 - 2.5 Accepting delivery of hardware and/or software at the State Data Center.
 - 2.6 Unpacking hardware and/or software and disposing of packing materials.
 - 2.7 Moving hardware to floor space location designated by Service Provider.
 - 2.8 Installing, testing, user acceptance and verification of hardware and/or software.
 - 2.9 Maintaining DIR's TexasOnline IT environment.
 - 2.10 Providing background checks in accordance with Section 2.6 above for hardware or software maintenance personnel requiring unescorted access at the State Data Center.

3.7 Operations and Monitoring Services

1. Service Provider's operations and monitoring services consist of tasks requiring on-site physical labor at the State Data Center and include the following:
 - 1.1 Physically powering up or down co-located equipment component(s) at the request of and according to the procedures of BearingPoint.

- a. BearingPoint shall submit a request via the Problem Tracking System as described in the Policies and Procedures Manual.
 - b. Neither DIR nor Service Provider shall bear any responsibility for any adverse conditions that may result from performing a co-location equipment component power up or power down action when directed to do so by BearingPoint and when Service Provider personnel actions were in accordance with the BearingPoint procedures.
- 1.2. Responding to media mount requests, as described in further detail in Section 3.8 below as needed for the co-located equipment.
2. All other operations and monitoring services for DIR's TexasOnline IT environment remain with BearingPoint and include the following:
 - 2.1 Monitoring the co-located equipment console for system status.
 - 2.2 Monitoring DIR's TexasOnline applications for status.
 - 2.3 Maintaining the co-located equipment console operator log.
 - 2.4 Performing system startup and shutdown of the co-located equipment except as noted in 3.7.1 above.
 - 2.5 Requesting physical power up or down of the co-located equipment as noted in 3.7.1 above.
 - 2.6 Restoring DIR's TexasOnline files from media mounted by Service Provider as noted in 3.7.1 above.

3.8 Media Management

1. Service Provider's media management services consist of tasks requiring on-site physical labor at the State Data Center and include the following:
 - 1.1 Mounting and dismounting media in support of backup requirements for DIR's TexasOnline IT environment operating on co-located equipment at the State Data Center.
 - 1.2 Loading media in response to requests by BearingPoint as needed.
 - 1.3 Day to day monitoring of Service Provider's responsibilities as described in this Section 3.8.
 - 1.4 Providing media storage at an offsite storage vault.
 - 1.5 Preparing and packing media for movement to off-site storage vault on a daily basis.
 - 1.6 Pulling media to move to off-site storage vault on a daily basis.
 - 1.7 Providing new/replacement media for up to 20% of the media baseline volumes stated in Attachment B to replace worn or damaged media.
 - 1.8 Initializing media.
 - 1.9 Retrieving media from off-site storage vault as required by BearingPoint.

- 1.10 Filing media coming from off-site storage vault.
- 1.11 Labeling media to be filed.
- 1.12 Keeping appropriate level of media on hand for pool.
- 1.13 Placing media identified by BearingPoint into disposal receptacle.
- 1.14 Disposal of media as directed by BearingPoint.
- 1.15 Providing new media and off-site packs
- 1.16 Providing media racks and space for media supporting DIR's TexasOnline IT environment.
2. All other media management services for DIR's TexasOnline IT environment remain with BearingPoint and include the following:
 - 2.1 Requesting media mounts from Service Provider.
 - 2.2 Day to day monitoring of BearingPoint's responsibilities as described in this Section 3.8.
 - 2.3 Identifying and communicating to Service provider media to be disposed.
 - 2.4 Requesting media retrieval from off-site storage vault.

3.9 Disaster Recovery Services

1. Service Provider's responsibilities include:
 - 1.1 Providing disaster recovery (DR) planning, testing and communication associated with the State Data Center building and infrastructure which houses the co-located equipment.
 - 1.2 Informing BearingPoint of DR plans that are in place and any planned DR testing relative to the State Data Center.
 - 1.3 Providing a single point of contact to BearingPoint for DR communications and for the declaration of any DR associated events.
 - 1.4 Reviewing and providing feedback on DIR's TexasOnline IT environment DR plans as provided to Service Provider by BearingPoint at least every six (6) months.
 - a. DIR's TexasOnline IT environment DR plan will demonstrate coverage for DIR's TexasOnline IT environment co-located at the State Data Center.
 - 1.5 Assisting BearingPoint in identification of data retention requirements for the co-located IT environment.
 - 1.6 Coordinating off-site rotation of back-up media to off-site media storage vault as described above in Section 3.8.
 - 1.7 Recalling off-site back-up media as required for testing purposes or upon the occurrence of an actual DR event.

- 1.8 Maintaining log of off-site back-up media.
- 1.9 Participating in BearingPoint annual DR test planning meetings.
- 1.10 Providing State Data Center or Austin Data Center support for BearingPoint annual DR testing.
 - a. Retrieving any required back-up media from storage required to complete testing of the DR plan.
- 1.11 Assisting BearingPoint in establishing criteria for declaration of DIR's TexasOnline co-located IT environment disaster.
- 1.12 Establishing criteria for a disaster declaration and identifying individuals authorized to declare a State Data Center disaster.
- 1.13 Making the decision to declare a State Data Center disaster.
- 1.14 Communicating outage assessment information to BearingPoint in the event of a State Data Center disaster.
- 1.15 Executing the State Data Center recovery in accordance with the written DR plan.
2. BearingPoint's responsibilities include:
 - 2.1 Defining and updating DIR's TexasOnline IT environment business requirements regarding recovery.
 - 2.2 Conducting periodic review of DIR's TexasOnline IT environment business requirements and DR solution.
 - 2.3 Developing, writing and maintaining DIR's TexasOnline IT environment DR plan.
 - 2.4 Providing Service Provider with updates to DIR's TexasOnline IT environment DR plan every six months.
 - a. DIR's TexasOnline IT environment DR plan will demonstrate coverage for DIR's TexasOnline IT environment co-located at the State Data Center.
 - 2.5 Identifying data retention requirements for the co-located IT environment.
 - 2.6 Identifying DIR's TexasOnline IT environment critical files and critical applications for backup.
 - 2.7 Identifying backup frequency for the co-located environment.
 - 2.8 Identifying annual DR testing schedule and plan for DIR's TexasOnline IT environment.
 - 2.9 Conducting DR test planning meetings.
 - 2.10 Coordinating DR testing logistics.
 - 2.11 Providing or coordinating though DIR user support for DR test.

- 2.12 Providing application support for DR testing.
- 2.13 Providing DR post-test report and documentation.
- 2.14 Tracking action items as result of post-test report and update DR plan accordingly.
- 2.14 Establishing criteria for declaration of disaster involving DIR's TexasOnline IT environment.
- 2.15 Providing Service Provider with individuals authorized to declare disaster involving DIR's TexasOnline IT environment.
- 2.16 Communicating to Service Provider outage assessment information for a disaster involving DIR's TexasOnline IT environment.
- 2.17 Making decision (or obtaining DIR's decision) to declare a disaster involving DIR's TexasOnline IT environment.
- 2.18 Executing DIR's DR plan in the event of declaration of a disaster involving DIR's TexasOnline IT environment.

3.10 Account Management

- 1. Service Provider's responsibilities include:
 - 1.1 Providing account management of the services described in this SOW in accordance with the Policies and Procedures Manual.
 - 1.2 Designating a single point of contact for service oversight and issue resolution.
 - 1.3 Interfacing with BearingPoint contact persons regarding service or support concerns.
 - 1.4 Maintain list of Authorized Users identified by BearingPoint.
 - a. For the purposes of this SOW, Authorized Users shall mean officers, employees, contractors, agents, and vendors designated by BearingPoint to receive or use the co-location services described herein.
 - b. BearingPoint and DIR shall be limited to five Authorized Users.
- 2. BearingPoint's responsibilities include:
 - 2.1 Designating a single point of contact to interface with Service Provider for all service or support concerns.
 - 2.2 Defining and maintaining co-location service levels between BearingPoint and DIR.
 - 2.3 Measuring and analyzing co-location performance.
 - 2.4 Implementing DIR's TexasOnline IT environment programs.
 - 2.5 Providing co-location monthly reports to DIR.

- 2.6 Identifying and providing Service Provider the names of up to five Authorized Users.
- 2.7 Providing financial responsibility for background checks for BearingPoint personnel requiring access privileges to the State Data Center.

3.11 Change Control

The change control processes and tools that have been established for the data center services agreement between Service Provider and DIR have been documented in the Policies and Procedures Manual and will be used to manage and communicate physical change related to the co-located TexasOnline IT environment.

1. Service Provider's responsibilities include:
 - 1.1 Effectively managing and communicating change, as related to the services described in this SOW, in accordance with the Policies and Procedures Manual.
 - 1.2 Submitting change requests for State Data Center related activities and performing any applicable impact and price assessments.
 - 1.3 Reviewing and approving, along with BearingPoint, requested changes to the co-location services formally submitted by BearingPoint.
 - a. Reporting findings of review to BearingPoint.
 - 1.4 Working with BearingPoint to determine final resolution and scheduling of BearingPoint's request.
 - 1.5 Reporting status/completion of BearingPoint's request.
 - 1.6 Using the change control process described in the Policies and Procedures Manual to inform BearingPoint of any required State Data Center infrastructure enhancements or maintenance that may impact DIR's TexasOnline IT environment.
 - 1.7 Advising BearingPoint of any service impacts and possible loss of service in the event that unscheduled infrastructure maintenance work must be performed at the State Data Center to resolve an urgent infrastructure issue.
2. BearingPoint's responsibilities include:
 - 2.1 Submitting formal change requests to schedule physical changes to DIR's TexasOnline IT environment.
 - 2.2 Participating in Service Provider review of requested changes to the co-location services formally submitted by BearingPoint.
 - 2.3 Working with Service Provider to determine final resolution and scheduling of BearingPoint's request.
 - 2.4 Acknowledging completion of BearingPoint's request.

3.12 Problem Management

1. Service Provider's responsibilities include:
 - 1.1 Investigation and resolution of problems attributable to Service Provider's performance of the services described in this SOW.
 - 1.2 Maintaining the integrity of and resolving any problems with the State Data Center infrastructure, utilities, media handling, and offsite storage vault supplied by Service Provider.
 - 1.3 Performing Root Cause Analysis for State Data Center infrastructure, utilities, media handling, and offsite storage vault failures.
 - a. For purposes of this SOW, Root Cause Analysis means the formal process, specified in the Policies and Procedures Manual, to be used by Service Provider to diagnose the underlying cause of problems at the lowest reasonable level so that effective corrective action can be taken.
2. BearingPoint's responsibilities include:
 - 1.1 Notifying DIR of problems regarding DIR's TexasOnline IT environment equipment.
 - 1.2 Performing scheduling, status reporting, root cause analysis, and other activities related to resolution of problems with DIR's TexasOnline IT environment hardware, system software, and application software.

3.13 Production Control

All production control functions for DIR's TexasOnline IT environment shall be the responsibility of BearingPoint. Service Provider will not provide any services for production control.

3.14 Capacity Planning

All capacity planning functions for DIR's TexasOnline IT environment shall be the responsibility of BearingPoint. Service Provider will not provide any services for capacity planning other than the co-location floor space capacity planning activities described in Section 2.7 above.

3.15 DISK/SAN Management

All disk/SAN management functions for DIR's TexasOnline IT environment shall be the responsibility of BearingPoint. Service Provider will not provide any services for disk/SAN management functions other than those associated with SAN facility infrastructure cabling within the raised floor area as described in Section 3.5 above.

3.16 Help Desk Services

All help desk functions for DIR's TexasOnline IT environment shall be the responsibility of BearingPoint. Service Provider will not provide any help desk services.

3.17 Network Management and Services

All network management and services functions for DIR's TexasOnline IT environment shall be the responsibility of BearingPoint. BearingPoint will be responsible for providing and managing required WAN connectivity to the State Data Center to support DIR's TexasOnline IT environment. Internally within the State Data Center, Service Provider will provide WAN/LAN facility infrastructure cabling as well as raised floor space and power for the WAN/LAN equipment as described in Section 3.5 above. BearingPoint shall provide all required WAN/LAN hardware and cabling within DIR's TexasOnline IT environment equipment cabinets and shall be responsible for the installation and maintenance of such hardware and cabling.

3.18 Technical Services

All technical services functions for DIR's TexasOnline IT environment shall be the responsibility of BearingPoint. Service Provider will not provide any technical services.

3.19 Logical Security Administration Services

All logical security administration functions for DIR's TexasOnline IT environment shall be the responsibility of BearingPoint. Service Provider will not provide any logical security administration services.

3.20 Database Environment Services

All database environment functions for DIR's TexasOnline IT environment shall be the responsibility of BearingPoint. Service Provider will not provide any database environment services.

4. POLICY AND PROCEDURES MANUAL

A Policies and Procedures Manual has been established to describe the management procedures for the data center services agreement between Service Provider and DIR. Section 8.6, Co-location Procedures, of the Policies and Procedures Manual contains procedures that will be used to manage the co-location services described in this SOW. Service Provider will create and maintain, as a component part of the Policies and Procedures Manual, the co-location processes and procedures related to the TexasOnline IT environment.

5. TERMINATION OF CO-LOCATION SERVICES

1. Service Provider's responsibilities include:
 - 1.1 Providing a written estimate of the costs Service Provider will reasonably and necessarily incur as a direct result of termination of the services (e.g. disassembling equipment cabinets, removing power whips, replacing floor tiles).
 - a. Service Provider's estimate shall be provided to BearingPoint within 15 calendar days receipt of BearingPoint's written notice of intent to terminate co-location services.
 - 1.2 Assisting in coordination of customary activities necessary for moving co-located equipment out of the State Data Center.
 - 1.3 Providing BearingPoint access to the State Data Center as appropriate for packing and removal of co-located equipment.
 - 1.4 Performing other related customary exit activities reasonably required for discontinuance of the services.
2. BearingPoint's responsibilities include:
 - 2.1 Providing at least one hundred (100) calendar days prior written notice of termination of the co-location services.
 - 2.2 Unless transitioning DIR's TexasOnline IT environment to fully managed services under the data center services agreement between DIR and Service Provider, removing or causing to be removed within 60 calendar days of the termination effective date all co-located equipment applicable to DIR's TexasOnline IT environment.
3. Should BearingPoint require termination-related services that are not specified in this SOW, BearingPoint may submit a formal request for such services. Prior to the commencement of any termination-related services, a project proposal that includes pricing shall be submitted for BearingPoint's approval.

Attachment D
Service Responsibility Matrix

Service Responsibility Matrix
 Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
Transition Services	Transition project planning	P	A
Transition Services	Asset Inventory Tracking and Management	A	P
Transition Services	Knowledge transfer	A	P
Transition Services	Process/procedure transfer	A	P
Transition Services	Transition project close-out	P	A
Migration Services	Migration planning for relocation	A	P
Migration Services	Provide BearingPoint Migration Plans	A	P
Migration Services	Approve BearingPoint Migration Plans	P	N/A
Migration Services	Prepare data center raised floor area for equipment (including floor tile cuts)	P	A
Migration Services	Provide required power connections	P	A
Migration Services	Perform data center WAN/LAN/SAN cabling installation to the cabinet	P	A
Migration Services	Data Center WAN/LAN/SAN cabling financial responsibility	N/A	P
Migration Services	De-install, pack and ship equipment	N/A	P
Migration Services	Receive equipment at data center and unpack	A	P
Migration Services	Re-install equipment at data center	N/A	P
Migration Services	Install co-location equipment cabinet	P	A
Migration Services	Test and start-up relocated equipment	A	P
Migration Services	De-install collocated equipment cabinet (outgoing)	P	A
Facilities Management Services	Provide Data Center raised floor space	P	N/A
Facilities Management Services	Provide Data Center utilities and circuits	P	N/A
Facilities Management Services	Maintaining Data Center WAN/LAN/SAN infrastructure cabling to the cabinet for collocated equipment	P	N/A
Facilities Management Services	Physical security procedures	P	N/A

Service Responsibility Matrix

Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
Facilities Management Services	Building management	P	N/A
Facilities Management Services	Environmental management	P	N/A
Facilities Management Services	Space Planning	P	A
Hardware/Software Procurement & Support	Provide H/W and cabling requirements for Co-location hardware and provide to Service Provider	N/A	P
Hardware/Software Procurement & Support	Asset procurement, tracking, management and ownership	N/A	P
Hardware/Software Procurement & Support	Sign for Co-location equipment received at data center	N/A	P
Hardware/Software Procurement & Support	Unpack equipment and dispose of packing materials	N/A	P
Hardware/Software Procurement & Support	Move equipment to designated data center space	N/A	P
Hardware/Software Procurement & Support	Maintain physical security controls for authorizing Co-location equipment receipt or removal from the data center facility	P	N/A
Hardware/Software Procurement & Support	Hardware and software installation and testing	N/A	P
Hardware/Software Procurement & Support	User acceptance and verification	N/A	P
Hardware/Software Procurement & Support	Hardware configuration definition	N/A	P
Hardware/Software Procurement & Support	Scheduling data center times for equipment installation/de-installation by BearingPoint	P	A
Hardware/Software Procurement & Support	Hardware maintenance	N/A	P
Hardware/Software Procurement & Support	Background checks for hardware maintenance personnel requiring unescorted data center access	N/A	P
Hardware/Software Procurement & Support	Data center security contact for facility access	P	N/A
Operations and Monitoring Services	Monitor console for system status	N/A	P
Operations and Monitoring Services	Monitor applications for status	N/A	P
Operations and Monitoring Services	Maintain console operator log	N/A	P
Operations and Monitoring Services	Perform system startup and shutdown as specified in Remedy	A	P

Service Responsibility Matrix

Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
	requests		
Operations and Monitoring Services	Respond to media mount requests	P	A
Operations and Monitoring Services	Restore files	N/A	P
Production Control	Establish standards	N/A	P
Production Control	Standards compliance	N/A	P
Production Control	Support scheduling software	N/A	P
Production Control	Batch production schedule	N/A	P
Production Control	Escalate abnormal program termination	N/A	P
Production Control	Respond to system crashes	N/A	P
Production Control	Respond to batch problems	N/A	P
Production Control	Report problem resolution statistics	N/A	P
Production Control	Preparation of run parameter cards	N/A	P
Production Control	Batch job re-runs	N/A	P
Capacity Planning	Define application requirements	N/A	P
Capacity Planning	Identify potential new work loads	N/A	P
Capacity Planning	Size potential new work loads	N/A	P
Capacity Planning	Develop annual capacity plan	N/A	P
Media Management	Mount media in support of backup requirements	P	N/A
Media Management	Load media in response to requests	P	A
Media Management	Day to day monitoring of Service Provider in-scope responsibilities	P	N/A
Media Management	Day to day monitoring of BearingPoint in-scope responsibilities	N/A	P
Media Management	Prepare media for movement to off-site storage on a daily basis	P	N/A
Media Management	Pull media to move on a daily basis	P	N/A
Media Management	Media initialization	P	N/A
Media Management	File media coming back from off-site storage	P	N/A
Media Management	Label media to be filed	P	N/A
Media Management	Keep appropriate level of media on hand for pool	P	N/A
Media Management	Identify media to be destroyed	N/A	P
Media Management	Place media into disposal receptacle	P	N/A
Media Management	Disposal of media	P	N/A

Service Responsibility Matrix

Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
Media Management	Provide new medias and off-site packs	P	N/A
Media Management	Provide media racks and media space for DIR's collocated IT environment	P	N/A
Disk/SAN Management	Design and configure storage resources	N/A	P
Disk/SAN Management	Review and approve hardware configurations	N/A	P
Disk/SAN Management	Allocate SAN / fiber resources	N/A	P
Disk/SAN Management	Define RAID type	N/A	P
Disk/SAN Management	Establish sparing methodology	N/A	P
Disk/SAN Management	Monitor storage / SAN installation	N/A	P
Disk/SAN Management	Zoning SAN switches	N/A	P
Disk/SAN Management	Tracking servers sharing storage cabinets	N/A	P
Disk/SAN Management	Test fiber switches, HBAs and cables	N/A	P
Disk/SAN Management	Install and support disk management tools	N/A	P
Disk/SAN Management	Set disk permissions	N/A	P
Disk/SAN Management	Monitor disk storage/SAN hardware	N/A	P
Disk/SAN Management	Monitor SRDF replication for success/failure	N/A	P
Disk/SAN Management	Migrate data between storage resources	N/A	P
Help Desk Services - Level 1 Support	Answer calls from client users	N/A	P
Help Desk Services - Level 1 Support	Record problems	N/A	P
Help Desk Services - Level 1 Support	Track problems through resolution	N/A	P
Help Desk Services - Level 1 Support	Provide feedback to users	N/A	P
Help Desk Services - Level 1 Support	Initial problem support	N/A	P
Help Desk Services - Level 1 Support	Level 1 problem resolution	N/A	P
Help Desk Services - Level 1 Support	Invoke proper problem resolution resources	N/A	P
Help Desk Services - Level 1 Support	Follow-up for resolution status	N/A	P
Help Desk Services - Level 1 Support	Escalate to next level of support	N/A	P

Service Responsibility Matrix

Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
Help Desk Services - Level 1 Support	Standards and procedures	N/A	P
Help Desk Services - Level 1 Support	Notify users of systems availability	N/A	P
Help Desk Services - Level 1 Support	Management reporting – client level 1 and internal client service level agreements	N/A	P
Help Desk Services - Level 2 Support	Answer calls from client help desk	N/A	P
Help Desk Services - Level 2 Support	Record problems	N/A	P
Help Desk Services - Level 2 Support	Track problems through resolution	N/A	P
Help Desk Services - Level 2 Support	Provide feedback to client level 1 help desk	N/A	P
Help Desk Services - Level 2 Support	Level 2 problem resolution	N/A	P
Help Desk Services - Level 2 Support	Invoke proper problem resolution resources	N/A	P
Help Desk Services - Level 2 Support	Follow-up for resolution status	N/A	P
Help Desk Services - Level 2 Support	Escalate to next level of support	N/A	P
Network Management and Services	Provide required WAN/LAN equipment	N/A	P
Network Management and Services	Provide required WAN/LAN routers, switches and terminating units	N/A	P
Network Management and Services	Provide external WAN data circuits	N/A	P
Network Management and Services	Manage external WAN data circuits	N/A	P
Network Management and Services	Configuration of moves, adds and changes	N/A	P
Network Management and Services	Maintenance of technical support for LAN network equipment	N/A	P
Network Management and Services	Maintenance of technical support for WAN network equipment	N/A	P
Network Management and Services	Network (LAN/WAN) security and controls	N/A	P
Technical Services	Operating systems support	N/A	P
Technical Services	Operating system software	N/A	P
Technical Services	New release evaluation	N/A	P
Technical Services	Interim correction release evaluation	N/A	P

Service Responsibility Matrix

Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
Technical Services	New release installation	N/A	P
Technical Services	Other host software (optional and BearingPoint)	N/A	P
Technical Services	Troubleshooting/problem resolution (i.e., system software)	N/A	P
Technical Services	Evaluation of problem	N/A	P
Technical Services	Problem drill down to root cause	N/A	P
Technical Services	File management	N/A	P
Technical Services	Performance monitoring	N/A	P
Technical Services	Operations automation	N/A	P
Technical Services	Apply fixes (PCRs)	N/A	P
Technical Services	System monitoring	N/A	P
Technical Services	Performance tuning	N/A	P
Technical Services	Applications performance analysis	N/A	P
Technical Services	Performance reporting	N/A	P
Technical Services	System capacity planning (day-to-day)	N/A	P
Technical Services	New technology input and review	N/A	P
Technical Services	New technology implementation	N/A	P
Technical Services	New technology selection	N/A	P
Logical Security Administration	Security policy and procedures	N/A	P
Logical Security Administration	User ID Administration	N/A	P
Logical Security Administration	Security configuration/parameters	N/A	P
Logical Security Administration	Application security	N/A	P
Database Environment	Install database software and related products	N/A	P
Database Environment	Monitor and control database environments	N/A	P
Database Environment	Physical database support	N/A	P
Database Environment	Logical database support	N/A	P
Database Environment	Review and support application DML	N/A	P
Database Environment	Maintain production schema and sub-schema	N/A	P
Database Environment	Ensure database physical integrity (backup/recovery)	N/A	P
Database Environment	Identify and resolve application performance problems	N/A	P
Database Environment	Identify database backup cycle requirements (type, frequency, occurrence)	N/A	P
Database Environment	Support and perform database	N/A	P

Service Responsibility Matrix
 Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
	backup process		
Database Environment	Identify and resolve database-related software problems	N/A	P
Database Environment	Automation/tool utilization	N/A	P
Database Environment	Database storage management (structure and population growth)	N/A	P
Database Environment	Table/file security	N/A	P
Disaster Recovery	Define and update business requirements regarding recovery	N/A	P
Disaster Recovery	Conduct periodic review of business requirements and DR solution	N/A	P
Disaster Recovery	Provide Data Center single point of contact for DR communications	P	N/A
Disaster Recovery	Develop, write and maintain DIR's TexasOnline IT environment DR plan	N/A	P
Disaster Recovery	Review DIR's TexasOnline IT environment DR plan	P	N/A
Disaster Recovery	Identify data retention requirements	A	P
Disaster Recovery	Identify critical files and critical applications for backup	N/A	P
Disaster Recovery	Identify backup frequency	N/A	P
Disaster Recovery	Coordinate off-site rotation with off-site vendor	P	S
Disaster Recovery	Recall off-site materials as required, including for testing purposes	P	N/A
Disaster Recovery	Maintain log of off-site materials	P	N/A
Disaster Recovery	Identify annual DR testing schedule and plan	N/A	P
Disaster Recovery	Test planning meetings	A	P
Disaster Recovery	Coordinate test logistics	N/A	P
Disaster Recovery	Provide Data Center support for test	P	N/A
Disaster Recovery	Provide user support for DR test	N/A	P
Disaster Recovery	Provide application support for DR test	N/A	P
Disaster Recovery	Provide post-test report and documentation	N/A	P
Disaster Recovery	Track action items and update plan accordingly	N/A	P
Disaster Recovery	Establish criteria for declaration of DIR's TexasOnline IT environment disaster	A	P

Service Responsibility Matrix

Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
Disaster Recovery	Identify individuals authorized to declare a DIR's TexasOnline IT environment disaster	N/A	P
Disaster Recovery	Communicate outage assessment information for a DIR's TexasOnline IT environment disaster	N/A	P
Disaster Recovery	Make decision to declare a DIR's TexasOnline IT environment disaster	N/A	P
Disaster Recovery	Execute DIR's TexasOnline IT environment DR plan	N/A	P
Disaster Recovery	Establish criteria for declaration of Data Center disaster	P	A
Disaster Recovery	Identify individuals authorized to declare Data Center disaster	P	N/A
Disaster Recovery	Communicate outage assessment information for a Data Center disaster	P	N/A
Disaster Recovery	Make decision to declare a Data Center disaster	P	N/A
Disaster Recovery	Execute Data Center facility recovery in accordance with the written plan	P	N/A
Account Management	Account Manager	P	N/A
Account Management	Service Delivery Manager	P	N/A
Account Management	Client manager / liaison to Service Provider	N/A	P
Account Management	Define and maintain Co-location service levels	N/A	P
Account Management	Measure and analyze Co-location performance	N/A	P
Account Management	Implement Co-location programs	N/A	P
Account Management	Provide Co-location monthly reports	N/A	P
Account Management	Identify Authorized Users (limited to five Authorized Users)	N/A	P
Account Management	Define Authorized Users and build IDs within tool	P	N/A
Account Management	Pay for Background Checks	N/A	P
Operational Change Control	Submit change request for DIR's TexasOnline IT environment	N/A	P
Operational Change Control	Submit change request for facility related activities	P	N/A
Operational Change Control	Impact and price assessment	P	N/A
Operational Change Control	Jointly review and approve Change Requests	P	P

Service Responsibility Matrix

Co-location Services at State Data Center

Service Component	Service Element	Responsibility	
		Service Provider	BearingPoint
Operational Change Control	Report findings	P	N/A
Operational Change Control	Agree on final resolution and schedule	P	A
Operational Change Control	Report on change request status/completion	P	A
Operational Change Control	Report on change request status/completion	A	P
Problem Management	Problem notification and restoration activities regarding the equipment	N/A	P
Problem Management	Report findings	N/A	P
Problem Management	Agree on final resolution and schedule	N/A	P
Problem Management	Report on problem status/completion	N/A	P
Problem Management	Problem management of facilities, utilities and tape handling failures	P	N/A
Problem Management	Root cause analysis for facilities, utilities and tape handling failures	P	N/A
Problem Management	Root cause analysis for other hardware and software System and Application failures	N/A	P
	P= Perform		
	A=Assist / Provide Input		
	N/A = Not Applicable		