

State of Texas
Department of Information Resources



Texas.gov Services

Exhibit 3.3

Critical Deliverables

DIR-ESS-TGOV-SVCS-254

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CRITICAL DELIVERABLES – INTRODUCTION

This Exhibit contains the requirements for the Successful Respondent regarding One-Time and Recurring Critical Deliverables. If the Successful Respondent fails to deliver any One-Time or Recurring Critical Deliverable by the date described in **Exhibit 3.1 Service Level Matrix** or in accordance with the Acceptance Criteria described in **Exhibit 3.7 Deliverables and Checkpoints**, the Department of Information Resources (DIR) may detect non-compliance pursuant to **Section 4.5 Acceptance** of the Agreement and apply Deliverable Credits at the frequency and amount set forth in **Exhibit 3.1 Service Level Matrix** until such One-Time or Recurring Critical Deliverable is submitted and approved by DIR. DIR in its sole discretion may elect to waive any Deliverable Credits.

Unless otherwise specified below, the Successful Respondent shall provide each One-Time or Recurring Critical Deliverable set forth in **Exhibit 3.1 Service Level Matrix** as indicated in this Exhibit pursuant to **Section 4.5** of the Agreement. For the avoidance of doubt, (i) if the Effective Date is March 01, 2018, and (ii) if the number of months for delivery of a One-Time Critical Deliverable is three (3) months after the Effective Date, the Successful Respondent must provide the Critical Deliverable to DIR no later than June 01, 2018 unless otherwise mutually agreed to by the Parties.

1. ONE-TIME CRITICAL DELIVERABLES

1.1. Transition Readiness Plan

The Successful Respondent will complete a Transition Readiness Plan that must be approved by DIR at least sixty (60) days 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 the Successful Respondent. 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 Successful Respondent and other SCPs and the MSI, knowledge transfer programs, status of operations documentation, Texas.gov portal status, and any other issue for transition of management and operations of the Services to Successful Respondent.

1.2. Transition Plan

Sixty (60) days after Effective Date, the Successful Respondent will provide DIR and DIR Customers with Phase 1 of the plan, as described in the respective **Transition Sections of Exhibit 2.1.3 Statement of Work**, which will address all transition activities for both DIR and DIR Customers in preparation for and including Commencement of Service.

No later than thirty (30) days after Commencement Date, the Successful Respondent will provide DIR with a Phase 2 of the plan, as described in **Exhibit 2.1.3 Statement of Work**, that will address all remaining transition activities for DIR, DIR Customers, and SCPs that will result in the completion of Transition no later than six (6) months from Commencement Date.

1.3. Service Management Manual (SMM)

The Successful Respondent will develop documentation in accordance with the requirements in **Exhibit 1.3 Service Management Manual**.

The Successful Respondent shall deliver the Service Management Manual in phases, as described in **Exhibit 1.3 Service Management Manual** and **Exhibit 3.1 Service Level Matrix**.

1.4. Disaster Recovery and Business Continuity Plans

For all Applications, at Commencement the Successful Respondent will have updated contact information in all Disaster Recovery Plans to reflect Successful Respondent changes where appropriate. Within sixty (60) days after the Commencement Date, Successful Respondent shall update all existing DIR Customer-specific Disaster Recovery Plans, Application Recovery Guides (ARG) and Technical Recovery Guides to reflect all changes implemented to the Services infrastructure prior to or during the performance of Transition Services. For Applications lacking tested Disaster Recovery Plans, Respondent 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, as specified in **Exhibit 2.3 IT Service Continuity**.

1.5. Initial Application Maintenance Services (AMS) Baseline

During the three (3) months following the Commencement Date, Successful Respondent shall complete an AMS hourly support baseline per Application (“AMS Baseline”) as specified in **Exhibit 4.0 Business Model**. The AMS Baseline and skill level labor category of resources will be used to allocate the AMS Fixed Fee proportionately to each Application (“Proportional AMS Application Fee”). For example, if 10% of all AMS effort is spent supporting Application A, then 10% of the AMS Fixed Fee would be associated with Application A. In addition to the aforementioned requirements defined in **Exhibit 4.0 Business Model**, this baseline shall include a proposal to convert the definition for Major Enhancements from >40 hours to associated story points.

1.6. Disaster Recovery Strategy

During the twelve (12) months following the Commencement Date, Successful Respondent shall:

- Develop a Disaster Recovery Strategy, with the support of the MSI, DCS SCP and DIR, for DIR review and approval. The Disaster Recovery Strategy will include schedules, dependencies, cost estimates, business analysis and requirements for technology changes to support the Texas.gov business requirements, as well as acquisition, support, and retirement of software and hardware. This strategy will consider all Tier 1, Tier 2 and Tier 3 applications and the various architecture platforms.

- Design new disaster recovery plans, architectures, DRPs, TRGs, and ARGs and update the SMM as required to migrate all Applications to the Dual Data Center Disaster Recovery model using the DIR-approved disaster recovery levels.
- Implement new disaster recovery plans, architectures, technology, and Application modifications as required to migrate all Applications to the DIR approved Disaster Recovery Strategy using the DIR-approved disaster recovery levels.

2. RECURRING CRITICAL DELIVERABLES – INTRODUCTION

2.1. Annual Technology Plan and Roadmap

The Successful Respondent will provide updates to the Technology Plan and the Technology Road Map to the MSI to include proposed updates to reference technical architecture and software currency designations. Successful Respondent will complete its portions of the Technology Roadmap and Technology Plan in alignment with the established annual deliverable cycle. 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.

2.2. Annual Equipment, Software, and Portal Refresh Plan

The Successful Respondent will deliver annually, to DIR a Refresh plan that addresses Refresh for all Equipment and Software for which a Refresh cycle is provided in **Exhibit 4.2 Financial Responsibility Matrix**. The initial Refresh plan will place all Service Provider Equipment on a five-year Refresh cycle, with one-fifth of all Equipment to be refreshed annually. Respondent will work collaboratively with the DCS Service Component Providers to refresh Customer environments according to this schedule. For development and test environments not hosted in DCS, Respondent must provide plan that ensures the refresh cycles are met.

As a part of the Refresh plan, the Successful Respondent shall provide a recommendation to upgrade Software to N/N-1 levels and to Refresh Equipment in accordance with the Technology Plan and Technology Roadmap. Proposed Software version levels shall comply with the N and N-1 targets.

Following the initial Refresh plan, the Successful Respondent shall include, in subsequent Refresh Plans, a report describing the Refresh status of all Equipment and Software included in the Refresh plan.

The Successful Respondent will provide quarterly status update on Refresh Plans to the MSI demonstrating SCP progress toward attaining refresh goals identified in the plan.

2.3. Service Management Manual Currency – Quarterly Report

The Successful Respondent will provide an annual schedule for reviewing and updating the SMM. The Successful Respondent shall provide a quarterly report of the review findings which demonstrates the currency and accuracy of the SMM sections reviewed in that quarter. At the beginning of each calendar year, Successful Respondent will provide a schedule for the year that outlines the sections of the Service Management Manual that will be reviewed in each quarter. The schedule may be modified throughout the year per mutual agreement with DIR.

2.4. Annual Security Plan

Annually, the Successful Respondent, with the support of the SCPs, shall deliver a Security Plan in accordance with **Exhibit 2.1.1 Cross-Functional Services SOW**.

2.5. Security Assessment Remediation

For any agreed action plan resulting from an Assessment conducted pursuant to **Exhibit 2.1.1 Cross-Functional Services Statement of Work (Security)**, Successful Respondent shall complete all remediation actions set forth in such plan in accordance with the standards provided in **Exhibit 2.1.1**.

2.6. Accessibility Scan Results

The Successful Respondent will provide quarterly scan results in accordance with **Exhibit 2.1.3 Texas.gov Services Texas.gov Services Statement of Work** to demonstrate that the Texas.gov website is compliant with Federal and State laws for Accessibility. Successful Respondent shall complete all agreed remediation actions set forth in such plan in accordance with the standards provided in **Exhibit 2.1.3**.

2.7. Disaster Recovery Test Plan & Schedule

Within nine (9) months after the Commencement Date, the Successful Respondent shall develop and provide a consolidated Disaster Recovery Test Plan and Schedule in accordance with the approach outlined in **Exhibit 2.3 IT Service Management Continuity** and approved by DIR and DIR Customers. The Disaster Recovery Test Plan and Schedule shall be updated annually on **June 1** thereafter.

2.8. Texas.gov Marketing/Advertising Plan

The Successful Respondent will provide an annual Marketing/Advertising plan that outlines proposed activities for the coming year regarding constituents, addressing proposed usage of media channels to include social media, conferences, press releases, etc. in order to advance public knowledge and use of the Services. This report will also include an Analytics Report showing prior year accomplishments in terms of what worked and what didn't work (hosted portals metrics, constituent satisfaction survey results, constituent facing marketing analytics and trends, social media reporting, etc.), as well as an improvement plan for coming year.

The Successful Respondent will provide semi-annual status update on the Marketing/Advertising plan to DIR demonstrating SCP progress toward attaining goals identified in the plan and remaining plan activities.

2.9. Customer Satisfaction Improvement Plan

Three (3) months after the results of the Customer Satisfaction Surveys defined in **Exhibit 3.5 Customer Satisfaction** are available, the Successful Respondent shall provide an improvement plan with specific corrective actions or enhancements to improve customer satisfaction, including modernization of portal technologies, functionality, and usability to improve overall user experience. The Successful Respondent shall measure the applicable improvement of the

Services identified in the Customer Satisfaction Surveys as requiring improvement. The Customer Satisfaction Improvement Plan shall be approved by DIR and reported against by the Successful Respondent monthly or such other time as required by DIR.

3. DELIVERABLE ACCEPTANCE CRITERIA

Deliverable expectations and Acceptance Criteria for milestones and Deliverables are defined in Exhibit 3.7 Deliverables and Checkpoints. Acceptance Criteria for new milestones and Deliverables developed after contract execution shall be defined in Exhibit 3.7 Deliverables and Checkpoints.

At DIR's discretion, a Deliverable Expectation Document (DED) may be used for Deliverables to document mutually agreed upon Deliverable descriptions, applicable standards, and more clearly define Acceptance Criteria previously documented in **Exhibit 3.7 Deliverables and Checkpoints**. The Successful Respondent and DIR will develop and mutually agree on DEDs. Deliverable acceptance will be contingent on material compliance with the DED and any rejection of a Deliverable must be accompanied by a description of the material non-compliance with the DED. Any changes to the DED will be approved through mutual agreement between DIR and the Successful Respondent. DIR, in its sole discretion, may choose to forgo the creation of the DED.

The DEDs shall not contradict nor alter the Contract Acceptance Criteria requirements set forth in the Agreement or in **Exhibit 3.7 Deliverables and Checkpoints**. In the absence of a DED, the acceptance criteria for a milestone/Deliverable would be material compliance with the requirements as set forth in the Agreement or in **Exhibit 3.7 Deliverables and Checkpoints**.

The following requirements will be documented in the DEDs:

1. Format of the Deliverables;
2. Deliverable Description;
3. Submission Process and Requirements;
4. Delivery Schedule including Incremental Delivery Dates, if applicable;
5. Review and Comment Requirements (who, when, how); and
6. Acceptance Criteria.

It is critical to the success of the Successful Respondent that the deliverable acceptance process is thorough and that any deficiencies are addressed as early as possible to minimize impacts to the Services. Designated DIR working teams will be reviewing the One-Time and Recurring Deliverables throughout the phases of development.

The status of each Deliverable and any associated issues will be managed through a Deliverables review meeting between DIR and the Successful Respondent. The objective of the meeting is to review the status of all Deliverables, communicate Deliverable owners and Deliverable recipients for upcoming Deliverables, review rejected Deliverables and remediation plans for those Deliverables.

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 will review the Milestone Deliverables throughout the phases of development. The Successful Respondent will solicit input from DIR as the Milestone Deliverables are developed. The Successful Respondent 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 will be incorporated into the Milestone Deliverable. The Deliverable acceptance process will comply with **Section 4.5 Acceptance** of the Agreement and the Successful Respondent shall formally document it in the SMM.