



**Exhibit to Managed Security Services
Service Component Provider
Master Services Agreement**

DIR Contract No. DIR-MSS-SCP-001

Between

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

and

AT&T Corp.

**Attachment 3-C
Critical Deliverables**

October 26, 2017

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This Exhibit contains the requirements for Critical Deliverables. If the Service Provider fails to deliver any One-Time and Recurring Critical Deliverable without the approved content and/or not in the format as described in **Attachment 1, MSS Deliverable Attachment**, the Department of Information Resources (DIR) may reject the Critical Deliverable. During the review period, DIR will provide reasonable notice to the Service Provider regarding any issues with the deliverable that would deem it non-compliant. The Service Provider should ensure any resubmissions of deliverables are done so with sufficient time for DIR review any subsequent revisions prior to the end of the review timeframe. Should a deliverable not be accepted within the review timeframe, DIR may require the Service Provider provide a credit to DIR, at the frequency set forth in **Attachment 3-A 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 earned credits.

Unless otherwise specified below, the Service Provider shall provide each One-Time or Recurring Critical Deliverable set forth in **Attachment 3-A Service Level Matrix** as indicated in this Exhibit. For the avoidance of doubt, (i) if the Effective Date is September 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 Service Provider must provide the Critical Deliverable to DIR no later than December 01, 2018 unless otherwise mutually agreed to by both parties.

A.0 ONE TIME CRITICAL DELIVERABLES

A.1 Day 1 Readiness Plan

Within 30 days of the Effective Date, Service Provider shall provide a Day 1 Readiness Plan for DIR's written approval. The purpose and scope of such plan is to outline the plans and milestones for ensuring Service Provider's: 1) preparedness for management and operations of Services and 2) organization, process and procedures are established to begin seeking Customer proposals for services.

Items to be addressed include development of initial catalog of services and Customer marketing plans for services. For each MSS Service Component, Service Provider will identify a catalog of services and/or products it intends to implement and by when.

The Day 1 Readiness Plan must also include:

1. Service Component Implementation Plan

The Service Component Implementation Plan shall describe the activities necessary for the Service Provider to prepare to provide services in each of the service areas required under the awarded Service Component. The Service Component Implementation Plan shall specify, to the greatest degree possible, the activities that are to be undertaken, including a step-by-step timetable and the names or titles of the Service Provider's staff involved in each step. This plan shall include all resource requirements necessary to successfully initiate this Service Component. Resource requirements shall include any required input from DIR staff and an estimate of the amount of DIR staff time required. The Service Provider shall use the Service Component Implementation Plan that was submitted as part of their RFO response as a starting point for the Implementation Plan for DIR's written approval.

2. Service Area Implementation Plan

The Service Area Implementation Plan shall specify, to the greatest degree possible, the activities that are to be undertaken in order to provide each of the required services for a new Customer. The activities listed in each plan shall include a step-by-step timetable and the names or titles of the Service Provider's staff involved in each step. This shall include all resource requirements necessary to successfully begin to provide these services for a new Customer. Resource requirements shall include any required input from Customer's staff and an estimate of the amount of Customer staff time required. The Service Provider shall use the Service Area Implementation Plan that was submitted as part of their RFO response as a starting point for the Implementation Plan for DIR's written approval.

A.2 Service Management Manual (SMM)

Service Provider will develop documentation in accordance with the requirements and schedule in **Attachment 6-B**, Service Management Manual.

A.3 New Customer Integration Plan

Within (1) months after the Effective Date, Service Provider shall provide a detailed plan that documents how new Customers will be integrated into the existing Services. Such plan should include how new Customers are trained, how Service Provider will perform knowledge transfer, how transition of services from Customer to Service Provider will be managed, how SLAs will be implemented and reported, how Customers will be invoiced for services, and Service Providers capacity to onboard new customers. Plan should include Service Provider's ongoing approach to market services to potential new customers throughout the life of the contract.

A.4 Technology Plan

Service Provider will complete a Technology Plan in accordance with the established deliverable cycle and requirements. The Technology Plan may include unique Customer plans as appendices. The Technology Plan will comply with the requirements of **Section 9.5(d)** of the Master Services 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 N/N-1 software/hardware. Technology Plan will include the Service Provider's approach to maintaining all Hardware, Software, Equipment, and Systems at manufacturer's N/N-1 levels.

A.5 Outreach and Growth Plan

Service Provider shall provide to DIR, for DIR's review and approval within 30 days of the Effective Date, the Service Provider's plan for promoting communications and outreach to Customer and growth of the services over time. The plan shall indicate how the Services are branded and communicated, how stakeholder needs will be assessed, what outreach efforts will be deployed to help meet those needs, what efforts will be employed to ensure growth of services over time, and how satisfaction with Managed Security Services will be measured and improved.

A.6 Operating Level Agreements – Final

Within forty-five (45) days of the latter of (i) the Effective Date, or (ii) the Effective Date of the Master Services Agreement entered into between DIR and the MSS Service Provider who is a counter-party to the OLA, Service Provider will submit OLAs to DIR for its review and approval.

B.0 RECURRING CRITICAL DELIVERABLES

B.1 Technology Plan and Roadmap

Service Provider will provide updates to the Technology Plan and Roadmap to the MSI to include proposed updates to any reference technical architecture and/or software currency designations. Service Provider will complete its portions of the Technology Plan in alignment with the established deliverable cycle. The Technology Plan will comply with the requirements of **Section 9.5(d)** of the Master Services Agreement, subject to approval by DIR. The Technology Plan will identify specific, short-term steps and schedules for projects or changes with estimated timing and cost impacts for DIR and Customers. The Technology Plan will be updated at least annually in alignment with the annual Technology Plan deliverable cycle.

B.2 Annual Equipment & Software Refresh Plan

The Service Provider will deliver annually to DIR a Refresh plan that addresses Refresh for all Software for which a Refresh Cycle is provided in **Attachment 4-B**, Financial Responsibility Matrix. The initial Refresh plan will place all Customer and Service Provider Equipment on a two-year Refresh cycle. Service Provider will work collaboratively with the DCS Service Component Providers to refresh Customer environments according to this schedule. The initial Refresh plan will be due on January 15, 2019 and then annually each January 15 thereafter.

As a part of the Refresh plan, Service Provider will provide a schedule to upgrade and/or maintain Software currency to manufacturer's N/N-1 levels and to Refresh Equipment to maintain currency with manufacturer's N/N-1 levels in accordance with the Technology Plan and Technology Roadmap. Proposed Software version levels will comply with the N and N-1 targets.

Following the initial Refresh plan, Service Provider will include in subsequent Refresh plans a report describing the Refresh status of all Equipment and Software included in the Refresh plan.

B.3 Service Management Manual Currency – Quarterly Report

The MSI will provide an annual schedule for reviewing and updating all sections of the Service Management Manual (SMM). The MSI will provide a quarterly report of the review findings which demonstrates the currency and accuracy of the SMM sections reviewed in that quarter. The MSS SCP will provide updates to its SMM sections accordingly.

B.4 Customer Satisfaction Improvement Plan

The MSI is responsible for providing a third party Customer Satisfaction survey annually. Three (3) months after the results of the Customer Satisfaction Surveys are available, the Service Provider shall provide an improvement plan in accordance with **Section 7.5(c)**, Survey Follow-up, of the Master Services Agreement to address and improve the level of satisfaction. The customer satisfaction improvement plan shall be approved by DIR and reported against by the Service Providers on a monthly basis. The progress of implementation and improvement shall be reported by the MSI on a monthly basis.

B.5 Outreach and Growth Plan

Service Provider shall provide updates to its plan to DIR, for DIR's review and approval annually for promoting communications and outreach to Customers and growth of services over time. The plan shall indicate how the Services are branded and communicated, how stakeholder needs will be assessed, what outreach efforts will be deployed to help meet those needs, what efforts will be employed to ensure growth of the services over time, and how satisfaction with Managed Security Services will be measured and improved. This annual plan should also include growth for the past 12 months, projected growth for the upcoming 12 months, and a trend analysis of growth over time. The plan should evaluate the success of the prior year's outreach plan and proposed improvements to affect incremental growth for future year(s).

C.0 DELIVERABLE ACCEPTANCE CRITERIA

The Deliverable Expectation Document (DED) will be used for Critical Deliverables and for other deliverables at DIR's discretion to document mutually agreed-upon deliverable descriptions and applicable standards, and to more clearly define acceptance criteria. The Service Provider and DIR will develop and mutually agree upon the DED. Deliverable acceptance will be contingent upon 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 Service Provider. DIR, in its sole discretion, may choose to forgo the creation of the DED.

DEDs will not contradict nor alter the contract acceptance criteria requirements set forth in the Agreement. 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.

The following requirements will be documented in the DEDs:

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

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 monthly 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 and Customer will review the Milestone Deliverables throughout the phases of development. Service Provider will solicit input from DIR and 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 Customers will be incorporated into the Milestone Deliverable. The deliverable acceptance process will comply with **Section 4.8**, Acceptance, of the Master Services Agreement and be formally documented in the Service Management Manual.