Microsoft

Statement of Work

TFS Infrastructure Consolidation and Governance

Prepared for

3M

25-Nov-14

Version 1 Final

Prepared by

Mark Rose

Principal Account Deliver Exec – Microsoft Services

Mark.Rose@microsoft.com

Contributors

Shan Thayyullathil, Mike Abrahamson, David Bachmeier

Prior to the parties indicating final agreement by signing a Work Order, the information contained in this document represents the current view of Microsoft on the issues discussed as of the date of publication and is subject to change. Furthermore, prior to the signing of the Work Order, this document should not be interpreted as an invitation to contract or a commitment on the part of Microsoft. After the Work Order has been signed, changes to this document will be managed through the Change Management Process described in this document.

IF THIS DOCUMENT IS INCORPORATED BY REFERENCE INTO A WORK ORDER, ALL WARRANTIES APPLICABLE TO THE WORK ORDER APPLY TO THIS DOCUMENT. MICROSOFT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.

Table of Contents

Introduction

This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to the Work Order No. WO 3M USCENT-NC14075103, dated November 13th, the terms of which are incorporated herein by reference, by and between 3M ("Customer", "you", "your") and Microsoft Corporation ("Microsoft", "us", "we", "our) or Microsoft's affiliate, and sets forth the services to be performed by us related to Application Container Modernization ("project"). This SOW, together with the Work Order, represents the complete baseline for scope, services, Service Deliverables, and acceptance applicable to this project. All changes to this document will be managed in accordance with the Change Management Process defined below. Any terms not otherwise defined herein will assume the meanings set forth in the Work Order.

This SOW and the associated Work Order expire 30 days after their publication date, unless they have been accepted or formally extended in writing by Microsoft.

1 Project Objectives and Scope

1.1 Objectives

The overall objectives of this project are described below.

SEMS group in 3M has a strong desire to offer Application Lifecycle Management tools as a service to the business groups under 3M by consolidating various tools used by the departments into a centralized Team Foundation Server Implementation. 3M recognizes the value of engaging Microsoft to assist with its Application Lifecycle Management (ALM) platform consolidation activities and leveraging the strength of Microsoft's investments in organizational design, processes, methods, and tools that enable high-performance development teams to deliver reliable, scalable, and enterprise-ready code and solutions to the business.

Through a structured engagement, Microsoft will support 3M SEMS Group's core objectives about ALM platform consolidation, which include:

- Create a reliable and scalable TFS platform
- Standardize the governance of the TFS platform when TFS is offered as a service to the other departments
- Standardize the team onboarding process to bring new departments and teams to the TFS infrastructure

To this end, Microsoft proposes engaging a team of senior technology leaders and subject matter experts who have direct and extensive experience with leading ALM practices and deep knowledge on Team Foundations Server Infrastructure, Administration and Governance.

1.1.1 General Project Scope

Microsoft will provide services in support of the following scope.

- Validate the TFS Production Infrastructure considering the anticipated load, features and usage scenarios.
- Develop standards and guidelines for the governance of TFS when it is offered as a service to other departments. TFS Governance assistance will be provided in the following areas:

- Shared Service Security Planning
- Process Governance
- Build Service Governance
- Reporting and integration governance

- Develop a process and standards for Team onboarding considering current ALM tool sets and scenarios of the potential teams and departments in 3M

The overall work will be divided into three work streams

	Work Stream	Description
1	TFS Infrastructure Verification	Verification of the TFS Production environment
2	TFS as a Service- Governance	Governance in areas such as Security, Process, Build, Reporting and Integration
3	Team Onboarding Governance	Process and procedures for onboarding new teams and source code migration strategy

1.1.1.1 TFS Infrastructure Verification Work Stream

The TFS Production environment is already been installed and configured by the 3M SEMs team. Microsoft will perform an assessment of the infrastructure to make sure that the environment is reliable, scalable and can support the anticipated workload and features.

1.1.1.2 TFS as a Service- Governance

This work stream will focus on designing the governance for various areas when TFS is offered as a service to various departments in 3M. Governance planning coordinates the long term administration of Team Foundation Server for an enterprise that has many business units that will leverage the ALM service to enact different individual development processes. The different teams may require different features, varying levels of scale and different security models yet each feature or service should be used in a standard way to control the cost of administration.

Governance guidelines on the following areas will be addressed as part of this engagement.

- **Shared Service Security Planning**

  Design of standards used to evaluate teams and provisioning the teams by assign a container and security model based on various features to separate the teams such as TFS Instance, Team Project Collection, Team Project or Area.

- **Process Governance**

  Design of standards and guidance for managing Process Templates and the customizations. Because every tenant in a multitenant TFS environment will desire unique processes they are likely to leverage Team Foundation Server's ability to enact custom process templates. However since not only do all Team Project work item fields and elements flow to a single warehouse database and OLAP cube but all Team Project Collections converge in the same warehouse database and cube as well. In order to ensure that all teams cohabitate in this shared database governance needs to be applied to all customization of process templates.

- **Build Service Governance**

  Design a governance approach that can scale to the enterprise. This includes designing a shared build environment that can be used by teams that have generic needs as well as a governance model that allows teams that have unique needs to manage their own build server farm while still using the enterprise TFS service in a standard way.

- **Integration and Reporting Governance**

  Because Team Foundation Server is the central hub to entire software development teams and contains many spokes of integration it's very easy to integrate with TFS. With that ease of integration comes the need to be thoughtful and deliberate in taking on dependencies to TFS to enable changes and upgrades to remain possible. MCS will develop guidelines and governance planning for other 3rd party systems. This work stream will also focus on creating the governance on reporting customizations.

1.1.1.3 TFS as a Service- Team Onboarding Guidelines

Develop a process and standards for Team onboarding including source code, Work Items and build customizations migrations considering current ALM tool sets and scenarios of the potential teams and departments in 3M.

- **Team on boarding process –** Design of guidelines for the process of team onboarding including standardizing the data collection, identifying the migration strategy and tools, options for preserving the history etc.
- **Source Code Migration Strategy** : Standardize the source code migration strategy by considering possible scenarios within 3M

1.1.2 Training and Knowledge Transfer

Informal knowledge transfer will be provided throughout the project. Informal knowledge transfer is defined as Customer's staff working alongside Microsoft staff. No formal training materials will be developed or delivered as part of informal knowledge transfer.

1.2 Areas Out of Scope

Any area that is not explicitly listed in *Section* ***Error! Reference source not found.*** as "within cope" is out of scope for this engagement. The areas that are out of scope for this engagement include, but are not limited to, the following:

Table 11: Areas Out of Scope

Area	Description
▪ Product Licenses	▪ Product licenses (Microsoft or non-Microsoft) will not be provided under this Statement of Work. Customer is responsible for acquiring all necessary product licenses required as a result of this Statement of Work.
▪ Hardware required as a result of Work Order	▪ Hardware will not be provided under this Statement of Work. Customer is responsible for acquiring all necessary hardware
▪ Integration with 3rd Party Software	▪ Microsoft will not be responsible for integration with 3rd Party Software
▪ Source code review	▪ Customer will not provide Microsoft with access to non-Microsoft source code or source code information. For any non-Microsoft code, Microsoft's services will be limited to

	analysis of binary data only, such as a process dump or network monitor trace.
▪ Process re-engineering	▪ Design of functional business components of the solution unless specifically included in scope and delivered by MCS Operations Consulting staff.
▪ Organizational Change Management	▪ Design or re-design of Customer's functional organization unless specifically included in scope and delivered by MCS Operations Consulting staff.
▪ Deploying the application to production	▪ Microsoft will not be responsible for deploying the application to end user desktops
▪ Migration of any existing projects to the new environment	▪ Any migration of an existing team's source code and features to the TFS production infrastructure are outside the scope of this SOW

2 Project Approach, Timeline and Service Deliverables

2.1 Approach

The overall scope of the engagement is divided into three work streams. Each work stream will follow the Microsoft Solution Framework at a high level to execute. Each work stream can have two main phases:

- Envisioning and Planning
- Build and Stabilize

2.1.1 Envision and Plan Phase

During the envisioning and planning phase, the Microsoft team will work with 3M stake holders and project sponsors to solidify the requirements and finalize the deliverables for each of the work stream.

Category	Description
Microsoft Activities	▪ Discuss and brainstorm the objectives of the work stream ▪ Develop a vision and scope document outlines the features to be addressed and the priorities of the features in scope
Customer Responsibilities	▪ Active participation in the brainstorming session ▪ accepting the vision and scope document
Exit Criteria	▪ Signed off Vision and Scope document

2.1.2 Build and Stabilize Phase

During the Build Phase the Microsoft consultants will work with the 3M team to gather detailed information through workshops, interviews and reviewing the documentations. The Microsoft team will work on completing the deliverable documents and will get it reviewed by the 3M stakeholders periodically. Any review comments will be incorporated in the document.

Category	Description
Microsoft Activities	▪ Work with the 3M stakeholders and relevant parties to gather the information, develop the deliverables, getting the deliverables

	reviews by the 3M project teams, and incorporating any review comments.
Customer Responsibilities	▪ Provide the information needed by the Microsoft consultants, review the deliverables and provide constructive feedback.
Exit Criteria	▪ Customer agrees the work products developed

Phase Outputs

Microsoft will provide the following Deliverables. All the outputs defined below are work products. The work products identified below are subject to change as per the envisioning and planning sessions and the outcome of the previous sprints. Work products will be finalized in the Vision and Scope document of each of the sprints

Name	Description	Acceptance Required (Y/N)
▪ TFS Infrastructure Validation Document	▪ Summary of the key findings and recommendations if any to improve the TFS infrastructure and configurations as described in section 1.1.1.1 of this document	N
▪ TFS as a Service - Governance document	▪ A document that outlines the various governance areas identified in the section 1.1.1.2 of this document	N
▪ TFS as a Service Team On-boarding Guidelines document	▪ A document that outlines the Team On-boarding process and governance as described in the section 1.1.1.3 of this document	N

2.2 Timeline

It is estimated that this engagement will be performed according to the timeline depicted below. The total duration of the project is 6 weeks.

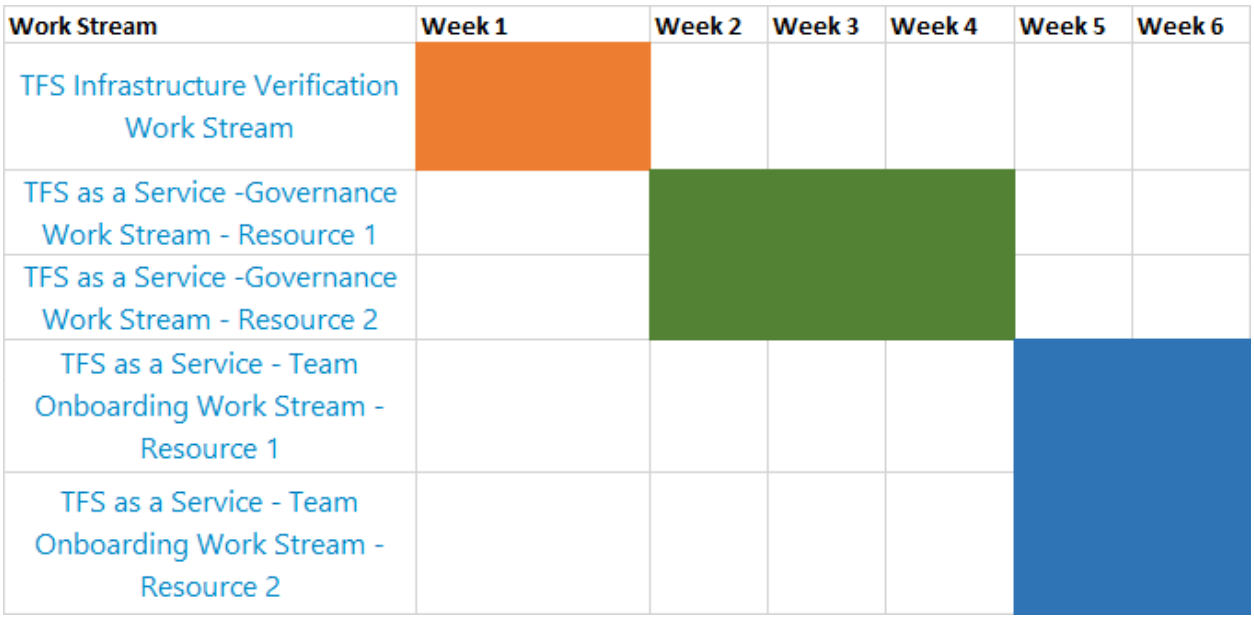

Figure 1: Project Timeline

The project duration based on work streams and sub modules in each work streams are given below.

Work Stream	Module	Estimated Duration
TFS Infrastructure Verification		5 Days
TFS as a Service -Governance	Shared Service Security Planning	10 days
TFS as a Service -Governance	Process Governance	10 days
TFS as a Service -Governance	Build Service Governance	5 days
TFS as a Service -Governance	Integration and Reporting Governance	5 Days
TFS as a Service - Team Onboarding	Team Onboarding process	10 days
TFS as a Service - Team Onboarding	Source Code Migration Strategy	5 days

2.3 Service Deliverable Acceptance Process

At specified milestones throughout the project, Microsoft will submit completed project Service Deliverables for Customer's review and approval. Service Deliverables will fall into the following categories:

1) Document Deliverables (e.g. Word, Excel, Visio, Project, etc.);
2) Functioning Components or Solution Deliverables (e.g. custom source code).

Customer's use or partial use of a Service Deliverable will constitute acceptance of that Service Deliverable. Customer may provide its acceptance and/or rejection of deliverables electronically via email. The following details the acceptance process for each of the deliverable types.

Document Deliverables: Within 5 business days from the date of submittal, Customer must either

(i) Accept the Document Deliverable by signing, dating and returning the Service Deliverable Acceptance Form, or

(ii) Provide a written notice rejecting the Document Deliverable, including a single and complete list describing every reason for rejection.

Document Deliverables shall be deemed accepted unless Customer provides a timely, written rejection notice as described above.

Microsoft will correct problems with a Document Deliverable that are identified in the written rejection notice, as described above, and within the scope of this Statement of Work, after which the Document Deliverable will be deemed accepted.

Issues that are outside the scope of this Statement of Work and feedback provided after a Document Deliverable has been deemed accepted will be addressed as a potential change of scope pursuant to the Change Management process outlined in this SOW.

Functioning Components or Solution Deliverable(s): The functioning solution is typically comprised of configured commercial software and custom source code and associated objects. Review and acceptance of the solution or custom source code, for this SOW only, is based on completion / sign off of the defined Customer Acceptance Test.

2.4 Project Governance Approach

This section outlines the project governance structure and processes the Microsoft Team will adhere to for this engagement.

2.4.1 Communication Plan

The following will be used to provide formal communication during the course of the project:

- The Microsoft Project Manager, working in conjunction with the Customer Project Manager, will document a Communication Plan as part of the Master Project Management Plan.
- The Microsoft Project Manager, working in conjunction with the Customer Project Manager, will compile weekly status reports for distribution to both Customer and Microsoft management
- Weekly status meetings will be held to review the project's overall status, the acceptance of deliverables, the project schedule, and open issues noted in the status report
- An Executive Steering Committee will conduct monthly meetings and produce status reports pursuant to Section **Error! Reference source not found.**, below

2.4.2 Issue/Risk Management Procedure

The following general procedure will be used to manage active project issues and risks during the project:

- **Identify**: Identify and document project issues (current problems) and risks (potential events that impact the project)
- **Analyze & Prioritize**: Assess the impact and determine the highest priority risks and issues that will be managed actively
- **Plan & Schedule**: Decide how high-priority risks are to be managed and assign responsibility for risk management and issue resolution
- **Track & Report**: Monitor and report the status of risks and issues and communicate issue resolutions
- **Control:** Review the effectiveness of the risk and issue management actions

Active issues and risks will be monitored and reassessed on a weekly basis.

2.4.3 Change Management Process

During the project, either party may request, in writing, additions, deletions, or modifications to the services described in this SOW ("change request").

For all change requests, regardless of origin, Microsoft shall submit to Customer Microsoft's standard Change Request Form, which shall describe the proposed change(s) to the project, including the impact of the change(s) on the project scope, schedule, fees, and expenses.

For all change requests which Customer originates, Microsoft shall have **5** business days from receipt of the change request to research and document the proposed change, and prepare the Change Request Form.

Customer shall have **5** business days from your receipt of a completed Change Request Form to accept the proposed change(s) by signing and returning the Change Request Form. If Customer does not sign and return the Change Request Form within the time period prescribed above, the change request will be deemed rejected and Microsoft will not perform the proposed change(s).

No change to this project shall be made unless it is requested and accepted in accordance with the process described in this section. Microsoft shall have no obligation to perform or commence work in connection with any proposed change until a Change Request Form is approved and signed by the authorized signatories from both parties.

2.4.4 Escalation Process

Microsoft Engagement Manager will be the point of contact for all escalations.

2.5 Project Completion

The project will be considered complete when any of the following conditions is met:

Microsoft will provide services defined in this SOW to the extent of the funding for hours of services and period of performance specified in the Work Order. If customer requires additional services, a modification to the contract will be executed by the parties adding funding through the Change Management Process.

The project will be considered complete when any of the following conditions are met:

1. All In Scope tasks, and Service Deliverables are completed; or
2. All funding has been utilized for hours of services delivered and expenses incurred; or
3. The period of performance has expired; or
4. The Work Order is terminated pursuant to the provisions of the agreement.

3 Project Organization and Staffing

3.1 Project Organization Structure

This section describes the overall project organization structure, reporting relationships, and key project roles.

The project will be organized as depicted in the following diagram.

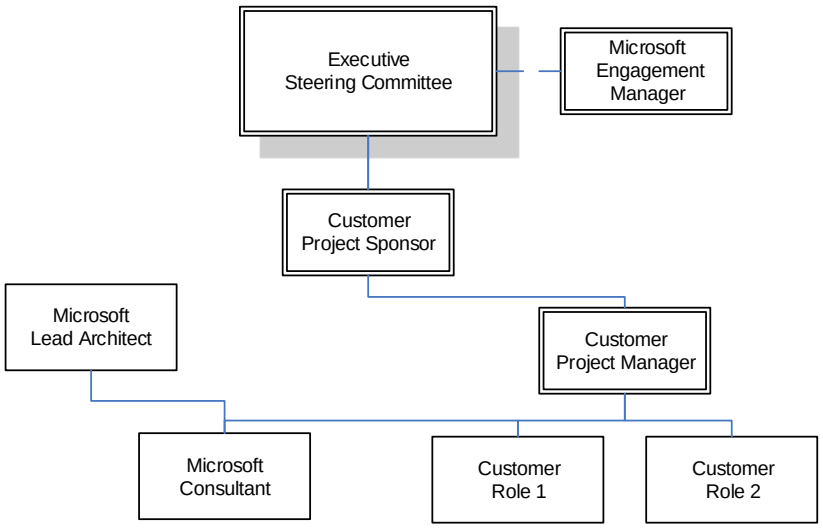

Figure 2: Project Organization Structure

3.2 Project Roles and Responsibilities

This section provides a brief description of key project roles and responsibilities.

3.2.1 Customer Project Roles and Responsibilities

Table 14: Customer Roles and Responsibilities

Role	Responsibilities	Project Commitment

Customer Project Sponsor	▪ Makes key project decisions, assists in escalating unresolved issues to the Executive Steering Committee, and clears project roadblocks	Part time, attend key meetings
Customer Project Manager	▪ Primary point of contact for Microsoft team ▪ Responsible for managing and coordinating the overall project ▪ Responsible for Customer resource allocation, risk management, project priorities, and communication to executive management	Part time. Attend/facilitate all meetings, review and accept deliverables
TFS Administrator	▪ Primary point of contact for the centralized TFS environment ▪ Provide details of TFS infrastructure, anticipated usage scenarios, security requirements, build requirements and integration requirements	Part time – Major source of information (if not full time), review and accept deliverables
Process owners from the existing/anticipated teams using the centralized TFS	▪ Provide the TFS requirements such as usage scenarios, security requirements and build requirements for the process being used in their projects	Part time – Attend meetings, review deliverables
Development leads from the existing/anticipated teams using the centralized TFS	▪ Provide information about the day-to-day use of TFS for the their projects	Part time – Attend meetings, Review deliverables

3.2.2 Microsoft Project Roles and Responsibilities

Table 15: Microsoft Roles and Responsibilities

Role	Responsibilities	Project Commitment
Microsoft Engagement Manager	▪ Primary Customer point of contact for overall satisfaction and concerns related to Microsoft services. ▪ Single point of contact for billing issues, personnel matters, contract extensions, and MCS project status ▪ Facilitate project governance activities and leading the Executive Steering Committee.	
Microsoft Lead Architect	▪ Provide technical oversight	

	▪ Verifies whether Microsoft recommended practices are followed ▪ Reviewing the deliverables	
Microsoft Consultants	• Conducting working sessions, interviews, assessments and creating the deliverable documents	

4 General Customer Responsibilities and Project Assumptions

4.1 General Customer Responsibilities

Delivery of Microsoft's services depends upon, among other things, the following:

1. Customer's involvement in all aspects of the services.
2. Customer's ability to manage the project
3. Customer's ability to provide accurate and complete information, as needed.
4. Customer's timely and effective completion of the responsibilities, as identified herein.
5. The accuracy and completeness of the Assumptions, identified below.
6. Timely decisions and approvals by Customer's management.
7. Customer's completion of site readiness activities (if applicable).
8. Work with the Microsoft Project Manager to deliver the Project on schedule.
9. Make key day-to-day decisions and provide a single point of contact.
10. Provide personnel who are knowledgeable about the current Customer systems.
11. Provide business user representatives as required by the project plan.
12. Provide suitable work spaces with desks, chairs, telephones. Provide LAN connections giving the Microsoft onsite team access to the Internet and e-mail. Provide access to all necessary Customer work sites, systems logon and passwords as well as material and resources as needed and as advised by us in advance.
13. Assume responsibility for management of all non-Microsoft managed vendors.
14. Provide access with proper licenses to all necessary tools and third party products required for Microsoft to complete its assigned tasks.
15. Acquire and install the appropriate server capacity required to support the development and test environments as defined in the scope section of this SOW.

4.2 Project Assumptions

4.2.1 General Assumptions

The Services, fees, and delivery schedule for this project are based on the following assumptions:

1. The standard work day for the project (e.g., between 8:00 AM and 5:00 PM, Monday through Friday, except for scheduled holidays).
2. In performing services under this SOW and the applicable Work Order, Microsoft will rely upon any instructions, authorizations, approvals, or other information provided by Customer's Project Manager or personnel duly designated by Customer's Project Manager. All estimates regarding fees, timelines and our detailed solution are based on

information provided by Customer to date. Errors or deficiencies in the information provided by Customer and/or violation of any of the assumptions stated within this Statement of Work may result in the need for a Change Request with resulting changes in project cost and timeline.

3. Microsoft's resources and Microsoft's subcontractors' resources may perform services remotely or on-site from Microsoft facilities, Customer facilities, or Microsoft's partner's facilities.
4. Throughout the project, Microsoft will submit requests for decisions or feedback for Customer to complete. Decisions are assigned due dates, and it is assumed that Customer will provide the required feedback or make decisions on either the due date agreed upon or (3) business days from the date of submittal. If a decision or feedback is not provided within the due date or (3) business days, it will be addressed as a potential change of scope pursuant to the Change Management process outlined in this SOW.
5. Failure to complete any required site readiness activities that are required for Microsoft to deliver its services according to the agreed upon project schedule may result in project delays requiring Change Orders to this SOW as well as additional project costs
6. If the project schedule requires Microsoft's resources and/or Microsoft's subcontractors' resources to perform dedicated services at Customer's site on a weekly basis, Microsoft will apply the following travel guidelines:
    - Resources will typically be on-site for 3 nights/4 days; arriving on Mondays and leaving on Thursdays.