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| Minimum Requirements for Major IT and High-Risk Procurements |
| *THIS TABLE BELOW MUST BE COMPLETED BY YOUR AGENCY FOR ALL MAJOR AND HIGH-RISK IT SOLICITATIONS AND CONTRACTS. SUBMIT THE COMPLETED TABLE WITH YOUR SOLICITATION AND CONTRACT DOCUMENT PACKAGE THAT IS SENT TO VITA FOR REVIEW AND APPROVAL.*  *IN ADDITION TO ALL MINIMUM CONTRACTUAL REQUIREMENTS, ALL HIGH-RISK SOLICITATIONS AND CONTRACTS MUST MEET THE REQUIREMENTS SPECIFIED BELOW. IT IS HIGHLY ENCOURAGED THAT ALL SOLICITATIONS AND CONTRACTS FOR MAJOR IT PROJECTS INCLUDE ALL REQUIREMENTS BELOW, EVEN IF THE PROJECT DOES NOT MEET THE DEFINITION OF “HIGH-RISK”.*  *Per § 2.2-2006, a Major IT Procurement means any Commonwealth information technology project that has a total estimated cost of more than $1 million or that has been designated a major information technology project by the CIO pursuant to the Commonwealth Project Management Standard developed under § 2.2-2016.1.*  *According to §2.2-4303.0 1 of the Code, a “high-risk” IT procurement meets one or more of the following criteria:*   * *Cost > $10 million over the initial term of the contract; OR* * *Cost > $5 million over the initial term and meets one of the following:*    + *Goods/Services are being procured by two or more state bodies*   + *Anticipated initial term is greater than 5 years (excluding renewals)*   + *State public body has not procured similar goods/services within the last 5 years*   *Delegated Procurements are those IT procurements that executive branch agencies are authorized to conduct by VITA. More information on VITA’s policy on delegated IT procurements can be found here:* [*https://www.vita.virginia.gov/procurement/policies--procedures/procurement-policies/*](https://www.vita.virginia.gov/procurement/policies--procedures/procurement-policies/) |

**Matrix Cover Page Instructions:** Enter the appropriate response(s) to the questions below.

1. **Agency Name:**
2. **Procurement Point of Contact and Contact Information: :**
3. **Procurement Name:**
4. **Dollar Value – Initial Term:**

**4.A Dollar Value – Renewals:**

1. **Procurement Governance Request (PGR) Number:**
2. Is your IT Solicitation or Contract for a Major IT Project/Procurement as defined in § 2.2-2006? (If you are unsure if your procurement or project is a Major IT Project, check with you Agency’s IT Resource (AITR))

Yes

No

1. Does your IT Solicitation or Contract meet the definition of “high-risk” as defined in § 2.2-4303.01(A)?

Yes

No

1. Is your IT Solicitation or Contract for a Cloud solution? (NOTE: All procurements for Cloud solutions, regardless of amount, will need to follow the Enterprise Cloud Oversight Services (ECOS) process. See Minimum Requirement #29 below for details)

Yes

No

1. Please select the procurement type(s):

Competitive Negotiation (RFP) Competitive Sealed Bidding (IFB) Sole Source

Two-Step Competitive Sealed Bidding Joint and Cooperative/GSA

1. Provide any additional information that should be considered in the review of this Procurement:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Minimum Requirements for Major IT Procurements, High-risk Procurements, and Delegated Procurements | | | | | | |
| *Area* | ***Objective*** | ***Required for All IT Solicitations and Contracts*** | ***Required for High-Risk Only Solicitations and Contracts*** | ***(Agency to Complete Prior to VITA Review)*** | ***VITA Comment or Direction*** | ***Sample Language/Examples*** |
|  |  |  |  | ***Page Number, Section, Subsection, etc.*** |  |  |
|  |  |  |  |  |  |  |
| *1. Appropriateness of the solicitation’s/*  *contract’s terms and conditions* | If your agency uses VITA’s solicitation and contract templates, all sufficient terms and conditions will be included.  **NOTE: This does not include redlines made by your agency and the Supplier that significantly alter VITA template language, which will require a review for appropriateness prior to award.** | **x** | **x** |  |  |  |
| *2. Complies with applicable state law and policy* | This will be accomplished by including statutory terms in the solicitation and contract. This is done by incorporating VITA's Mandatory Terms (see Mandatory Terms Provision) | **x** | **x** |  |  |  |
| *3. Supplier financial stability* | It is especially important that your solicitation include requirements for Suppliers to submit either 3 years of annual audited financial reports or Dun & Bradstreet reports to help you evaluate the Supplier's financial viability.  Supplier financial viability can also be measured using our Financial Ratio Analysis tool, which provides a comprehensive view of each Supplier's financial landscape, including their current and previous accounts, assets, and liabilities, which can be used to compare and holistically evaluate each Suppliers' financial strength. It is encouraged that finance Subject Matter Experts are enlisted to use and evaluate the data produced by the tool. For access to the Financial Ratio Analysis tool, please contact [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov). | **x** | **x** |  |  |  |
| *4. Proposal validity period* | Because of the required Office of the Attorney General (OAG) and VITA reviews, include language in the RFP requiring that the proposals submitted by the prospective Suppliers are valid until an award is made. | **x** | **x** |  |  | Submitted proposals will remain valid until a contract award has been made. This avoids the need for a solicitation amendment. |
| *5. Supplier Experience* | In addition to the information requested in the Supplier Profile section of the solicitation, consider adding the following: i) Lessons learned from other similar projects, ii) Any project or performance risks that should be addressed and/or mitigated to include in the contract, iii) Assumptions to avoid unknown project delays or disruptions, iv) Critical factors to discuss during each phase of the project milestones, v) Technical, functional or operational expectations/responsibilities offeror would assign to your agency for project success, vi) risk mitigation concepts for both Supplier and Commonwealth for the type of procurement being pursued. | **x** | **x** |  |  |  |
| *6. Front Loading* | Your agency should avoid over allocating funds and resources for your high-risk project at the beginning of the project's lifecycle. This ensures that each key deliverable receives the necessary resources to be rendered complete and acceptable according to initial service delivery expectations. | **x** | **x** |  |  |  |
| *Area* | ***Objective*** | ***Required for All IT Solicitations and Contracts*** | ***Required for High-Risk Only Solicitations and Contracts*** | ***(Agency to Complete Prior to VITA Review)*** | ***VITA Comment or Direction*** | ***Sample Language/Examples*** |
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| *7. On-site Demos, Presentations* | Your agency should consider requiring the Suppliers to present their solution using a script provided by the agency. Additional questions will arise during those presentations, giving your agency a more robust understanding of what the Supplier can provide. Preparing a script "levels the playing field" and allows the agency to judge presentations according to the same, finite set of criteria. | **x** | **x** |  |  |  |
| *8. Milestone Plan* | It is important that your project Requirements include a Milestone Plan with specific and granular milestones/deliverables. A milestone plan defines critical project decision points, assigns target completion dates to each, and provides a clear schedule of events wherein all deliverables crucial to project success will be met and accepted. A milestone plan also provides your agency the ability to leverage enforcement provisions in the case of consistent nonperformance against the agreed-upon milestones and Schedule. Consider including payments tied to the Supplier meeting prescribed milestones or timely, accepted deliverables. In order to incentivize the Supplier, withhold 10-20% from the milestone payments. After final acceptance, the retained amount will be paid to the Supplier. | **x** | **x** |  |  | ***Add the following language to the Invoicing section of your IT Contract, if applicable:***  ***All invoices will include a 20% withhold pending final Acceptance of the prescribed project Milestones. Supplier shall invoice the total retained amount with their final invoice.*** |
| *9. Performance Metrics* | It is required that distinct and measurable performance metrics are included in the solicitation and contract. Performance measures should reflect the most critical aspects of service provision, and have the ability to capture data on Supplier performance against the agreed upon service provision expectations. |  | **x** |  |  | For guidance on creating distinct and measurable performance metrics, please contact [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov). |
| *10. Clear enforcement provisions* | It is required that very clear and specific enforcement provisions are included in the solicitation and contract to describe how your agency will implement and enforce all performance requirements. |  | **x** |  |  | See “Remedies and Incentives” below for an example of clear enforcement provisions  For further guidance on creating clear enforcement provisions, please contact [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov). |
| *11. Remedies and Incentives* | Intermediate remedies for breach or sub-standard performance should be included to give agency appropriate leverage with supplier. Structure the milestone and payment schedules on the project's governance needs and/or the possible need to sever the contract should the Supplier fail to meet prescribed milestones. If your contract is performance based, include measurable service levels, as well as distinct and measurable financial or contractual remedies, to ensure maximum Supplier performance. Remedies should be based on industry standards and best practices. Before writing your RFP, conduct preliminary market research to determine the appropriate performance remedies and incentives. | **x** | **x** |  |  | Examples of remedies include:   1. Term and Termination: AGENCY has created language outlining, in clear terms, the grounds for Termination of the Contract or Agreement. This language is designed to provide your agency with ample leverage to terminate the Contract or Agreement, in whole or in part, in the case that the Contract does not provided maximum value to the Commonwealth. Section 3 of our IT Contract terms and conditions enumerate the circumstances under which your agency can legally terminate the Contract or Agreement 2. Financial Remedies in the Case of Non-Performance/Deficient Performance of Prescribed Performance Metrics: Your agency should include financial remedies and incentives that are tied to the fulfillment of the Performance Measures outlined in the Solicitation and Contract. Financial Remedies can include a credit of X% of the monthly invoice following a period of deficient or non-performance, a charge of $X/instance that performance measures are not met, etc. |
| *12. Reporting requirements* | Your agency must include reporting as part of the project Requirements, outlining, in clear terms, how often, in what format, and what data should be included in the generated reports. Reporting requirements aid in the continuous improvement of service provision over time, and provide an opportunity to increase accountability with respect to the agreed-upon service provision expectations. | **x** | **x** |  |  |  |
| *13. Intellectual property* | Supplier has right to convey title/license free of claims of infringement, conversion by third parties. | **x** | **x** |  |  |  |
| *14. Intellectual property* | Supplier will indemnify, defend and hold CoV harmless against claims of infringement by third party. Indemnification is unilateral. The Commonwealth does not indemnify suppliers. | **x** | **x** |  |  |  |
| *Area* | ***Objective*** | ***Required for All IT Solicitations and Contracts*** | ***Required for High-Risk Only Solicitations and Contracts*** | ***(Agency to Complete Prior to VITA Review)*** | ***VITA Comment or Direction*** | ***Sample Language/Examples*** |
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| *15. Intellectual property* | Licenses should be perpetual, worldwide and transferable. | **x** | **x** |  |  |  |
| *16. Intellectual Property* | Software licenses should allow for:   1. Use by agents/contractors; 2. Transferrable (ideally unlimited or at least among CoV agencies and to third party agents solely to serve CoV).   If using a Value-added Reseller (VAR), then use a License Agreement Addendum with the VAR’s End User License Agreement (EULA) or shrink wrap license.” The LAA may be found at the following link: <https://www.vita.virginia.gov/procurement/policies--procedures/procurement-forms/> | **x** | **x** |  |  |  |
| *16. Limitations of liability* | Supplier's liability for indemnification, confidentiality, security and data privacy and security obligations must be sufficient to protect both direct and consequential damages, in addition to commercial liability provisions. In "major IT procurements", the liability for indemnification, confidentiality, security, and data privacy and security obligations is limited to twice the aggregate value of the Contract. | **x** | **x** |  |  | ***[[NOTE: if this procurement is for more than $1M or has been designated as a “major IT project” by the CIO, then item iii below must be deleted]]*** Except for liability arising from any combination of:  i. any intentional or willful misconduct, fraud, or recklessness of Supplier or any Supplier Personnel; or ii. any act or omission of Supplier or any Supplier Personnel that results in Claims for bodily injury, including death, and damage to real property or tangible property resulting from the negligence of a Supplier or any Supplier Personnel; or iii. Supplier’s indemnification, confidentiality, security compliance, or data privacy and security obligations as specified in this Contract,  Supplier’s indemnification obligations and liability shall not exceed, in aggregate, twice the value of the Contract. This limitation will apply on a per-incident basis; it being understood that multiple losses stemming from the same root cause constitute a single incident. |
| *17. Liability Provisions* | In the case of a proposal for information technology goods and services, as defined in § 2.2-2006, a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation.(§2.2-4302.2)  Include the language in the far right column in the RFP. | **x** | **x** |  |  | “Provide your comments regarding any exceptions in the form of margin notes or redline the document with your suggested language where required, excluding exceptions or recommended language revisions to any liability provisions. If Supplier is selected to go forward into negotiations and takes exception to any liability language, Supplier shall state any exceptions to any liability provisions contained in the Request for Proposal and the contractual terms in writing at the beginning of such negotiations, submitted via email to the designated (name or acronym of public body) Single Point of Contact (SPOC). Such Supplier provided exceptions or recommended language revisions shall be considered during negotiations.” |
| *Area* | ***Objective*** | ***Required for All IT Solicitations and Contracts*** | ***Required for High-Risk Only Solicitations and Contracts*** | ***(Agency Must Complete Prior to VITA Review)*** | ***VITA Comment or Direction*** | ***Sample Language/Examples*** |
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| *18. Mandatory Terms* | Should be incorporated by reference. It is recommended that you perform a review to ensure that your solicitation's full text General Provisions and Special Terms do not create conflicts or redundant terms. Special attention must be given to mandatory requirements found at the URL for IRS Publication 1075 whenever your procurement involves Federal Tax Information (FTI). The full text of Exhibit 7 of IRS Publication 1075 must be included in your solicitation and contract for any solicitation or contract where FTI will be shared with a supplier. | **x** | **x** |  |  | [https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/](https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/%20) |
| *19. COVA Security Policies, Standards and Guidelines compliance* | Should be incorporated by reference. | **x** | **x** |  |  | Does your solution comply with all current COV ITRM Security Policies and Standards, as applicable, found at: <https://www.vita.virginia.gov/it-governance/itrm-policies-standards/>?  If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply. |
| *20. COVA Enterprise Architecture (EA) ITRM Policies and Standards compliance* | Provided solution must comply with all current COV ITRM Policies and Standards, as applicable to the project. Ensure that RFP language in the column to the far right includes the inserted URL as an active hyperlink. This requirement should go into the solicitation's Technical/Functional Requirements section. Please direct any questions about this to your VITA Project Management Division (PMD) representative. | **x** | **x** |  |  | Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: <https://www.vita.virginia.gov/it-governance/itrm-policies-standards/>?  If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply. |
| *21. COVA Enterprise Architecture (EA) Data Standards compliance* | Provided solution should comply with all current COV Data Standards, as applicable to the project. Ensure that RFP language in the far right column includes the inserted URL as an active hyperlink. This requirement should go into the solicitation's Technical/Functional Requirements section. Please direct any questions about this to your VITA Project Management Division (PMD) representative. | **x** | **x** |  |  | Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <https://www.vita.virginia.gov/it-governance/itrm-policies-standards/>? If not, please explain. |
| *22. COVA IT Accessibility and 508 Compliance* | Provided solution should comply with all current COV IT Accessibility & 508 Compliance Standards. Ensure that RFP language in the far right column includes the URL as an active hyperlink. This requirement should go into the solicitation's Technical/Functional Requirements section. Please direct any questions about this to your VITA Project Management Division (PMD) representative. | **x** | **x** |  |  | Does your solution provide effective, interactive control and use with Web Systems Standard EA-225 found at this url:  [Policies, Standards & Guidelines | Virginia IT Agency](https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/) regarding [U.S. Access Board](https://www.access-board.gov/ict/) ICT 508 Accessibility Standard?  If yes, please describe how this functionality is achieved. If no, does your solution/application/product provide alternate accessibility functionality? Please describe.  ***NOTE TO PROCUREMENT LEAD:  Compliance with this functionality can be waived if the Procuring Agency Head determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.  You must document the procurement file.*** |
| *23. COVA IT Prohibited Hardware, Software and Services Policy* | Provided solution should comply with VITA’s current COV IT Prohibited Hardware, Software, and Services Policy | **x** | **x** |  |  | Does your solution comply with VITA’s current COV IT Prohibited Hardware, Software, and Services Policy: <https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/>  If proposed solution does not, please provide details that specify how the Supplier's solution does not comply. |
| *24. Escrow* | Escrow is optional for software based on criticality of the application, but, if included, SCM will review the escrow agreement. Source code should be released if Supplier:   1. Enters bankruptcy (include reference to §365 of Bankruptcy Code to keep outside of trusteeship); 2. Becomes insolvent; 3. Abandons support for the application. 4. Is found to be in material breach of the Contract   For cloud-based/Software as a Service (SaaS) solutions, Application Escrow is not required unless supplier is developing custom work for agency, but Content Escrow is required. | **x** | **x** |  |  |  |
| *Area* | ***Objective*** | ***Required for All IT Solicitations and Contracts*** | ***Required for High-Risk Only Solicitations and Contracts*** | ***(Agency Must Complete Prior to VITA Review)*** | ***VITA Comment or Direction*** | ***Sample Language/Examples*** |
|  |  |  |  | ***Page Number, Section, Subsection*** |  |  |
|  |  |  |  |  |  |  |
| *25. Warranties* | In addition to commercial warranties, contract should include IT-specific warranties:   1. Ownership of intellectual property (see above); 2. Absence of malicious code in software; 3. Non-infringement; 4. Disclosure of open source | **x** | **x** |  |  |  |
| *26. Transition Period* | As a best practice, contracts for technology services should provide for a post-contract transition period to support migration to a successor service or platform. Typically, transition periods last up to 6 months, at the customer's discretion, but the term and scope of such a period are mission-dependent. | **x** | **x** |  |  |  |
| *27. Maintenance/*  *upgrades* | Software, hardware and occasionally service agreements that generate deliverables will require ongoing maintenance and support. Support provides trouble resolution, while maintenance typically includes product upgrades released by the vendor to its customers. Support typically includes response and resolution intervals with escalating remedies based on factors, such as repetition and severity. Support is often priced as a percentage of the purchase price; it should be calculated at the price after any discounts and typically falls in the range of 10%-20% of the purchase price. Although typically suppliers are allowed to increase support and maintenance costs, such increases should be capped on a year-to-year basis, using an absolute percentage cap (3%-5%) or inflation index. | **x** | **x** |  |  |  |
| *28. Federal information security and privacy laws and regulations* | §2.2-2009 of the Code of Virginia “Requires the Chief Information Officer of the Virginia Information Technologies Agency to develop policies, standards, and guidelines that require that any procurement of information technology made by the Commonwealth's executive, legislative, and judicial branches and independent agencies be made in accordance with federal laws and regulations pertaining to information security and privacy.” | **x** | **x** |  |  | In accordance with §2.2-2009 of the Code of Virginia and COV Information Security Policy SEC 519-00, Supplier shall comply with all applicable federal, state and local laws and regulations, including those regarding information security and privacy.  **(*Note: Your Information Security Officer or Project Manager may have specific federal regulations to list in the solicitation/contract. Examples are HIPAA, PCI, IRS Publication 1075, NIST 800-53.*)** |
| *Area* | ***Objective*** | ***Required for All IT Solicitations and Contracts*** | ***Required for High-Risk Only Solicitations and Contracts*** | ***(Agency Must Complete Prior to VITA Review)*** | ***VITA Comment or Direction*** | ***Sample Language/Examples*** |
|  |  |  |  | ***Page Number, Section, Subsection*** |  |  |
| *29. Supplier Performance Measures (contract provision)* | All “high-risk” contracts shall include the required language in the far right column. |  | **x** |  |  | ***The following language must be included in all high-risk contracts:***  “AGENCY has developed a set of performance measures relating to Supplier’s performance under this Contract and which are attached hereto and incorporated by reference as Exhibit I. Supplier agrees to be bound by and perform its obligations under this Contract pursuant to these performance measures. The remedies for Supplier’s failure to meet the performance measures are set forth in Exhibit I.  Supplier and AGENCY agree to meet within 30 calendar days of the Effective Date of this Contract to set forth the methodology and designated personnel of each Party to provide, collect, monitor, and report the performance measures data and mutually agreed-to incentives and remedies. Supplier agrees to provide to AGENCY a report of its performance against the performance measures no less than once every six (6) months throughout the Contract Term. Supplier’s report must include a comparison of its performance measures against the agreed-to targets and, in the event of any shortfall by Supplier, proposed remediation measures. Supplier will report its performance for the Contract in aggregate and for each order or SOW over $1,000,000 for applicable Authorized Users. Any instances of Supplier non-compliance will be recorded in Supplier’s Contract file and shared with Contract stakeholders. Supplier further agrees that any degradation or failure of Supplier’s performance obligations may result in failure to renew the Contract, termination for convenience of the Contract or termination for breach of the Contract. AGENCY will have all rights and remedies available at law.“ |
| *30. Cloud/*  *Software as a Service (SaaS) requirements, as applicable* | The two links below provide policy, procedures, guidance, recommended language and the required ECOS Security Assessment form for a solicitation/contract that may or will be for Cloud/SaaS solutions.  <https://www.vita.virginia.gov/procurement/policies--procedures/procurement-tools/>  The ECOS Procedure Checklist can be found at the following: <https://www.vita.virginia.gov/procurement/policies--procedures/procurement-tools/>  If not already included in your solicitation/contract , Additional Cloud Terms and Conditions (“Cloud Terms”) must be included in your solicitation/contract and may be obtained by sending a request to [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov) or [enterpriseservices@vita.virginia.gov](mailto:enterpriseservices@vita.virginia.gov)  Any changes to the Cloud Terms and Conditions must be reviewed and approved by the VITA. Cloud Sourcing Team and Enterprise Services**.** Your agency will need to submit a service request in the VITA service portal for a “Cloud Sourcing Specialist” for consulting services (not full ECOS Oversight) in order to trigger a review of the Cloud Terms. The service request should be submitted when the agency determines which suppliers are moving into the negotiation phase. The link to submit a Cloud Terms review request can be found below:  <https://vccc.vita.virginia.gov/vita?id=sc_cat_item&sys_id=bf4c2d69dbc46f40e312748e0f961932>  After you have made the request, please copy/paste the generated RITM number and send it to: [sonja.headley@vita.virginia.gov](mailto:sonja.headley@vita.virginia.gov) and [susan.siegfried@vita.virginia.gov](mailto:susan.siegfried@vita.virginia.gov) (VITA’s Cloud Sourcing Specialists) in an email. | **x** | **x** |  |  |  |
| *31. U.S. Department of Homeland Security* | No contract award can be made to any Supplier, for any Supplier products or services provided by Supplier, that are included on the U.S. Department of Homeland Security prohibition list in accordance with §2.2-2009 of the Code. | **x** | **x** |  |  | Add this language to your solicitation, if you are not using VITA's Core Terms link. "No contract award can be made to any Supplier, for any Supplier products or services provided by Supplier, that are included on the U.S. Department of Homeland Security prohibition list in accordance with §2.2-2009 of the Code." |
| *36. Required Service Level Reporting in eVA* | Effective July 1, 2020, all state public bodies shall submit information on eVA for each high-risk contract, and eVA will serve as a centralized resource for all state public bodies on information related to the performance of high-risk contracts. Such information shall include, but not be limited to, the following information on each high-risk contract:   1. Scheduled contract performance dates and actual contract completion dates; 2. Contract award value and actual contract expenditures; and   Information on vendor performance, including any cure letters, formal complaints, and end-of-contract evaluations. |  | **x** |  |  |  |
| *37. Contract Management* | All high-risk contract managers must be qualified, and possess demonstrable experience in contract management in order to be assigned to a high-risk contract. Your agency's chief procurement officer must communicate the scope of work necessary to effectively manage the high-risk contract to the designated contract manager when they assume their role. |  | **x** |  |  |  |
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| NOTES:   1. This matrix provides guidance on those areas particular to information resource management that will be the focus of VITA Supply Chain Management’s (SCM) review of RFP and final contract documents under delegated procurements. 2. Additional guidance and sample solicitation (RFP) and contract language may be provided in the form of redlines on documents submitted to SCM 3. This review is not intended to provide legal advice on general contract or RFP provisions. Questions of law or legal sufficiency should be submitted to the agency's supporting unit in the Office of the Attorney General. An OAG Legal sufficiency review is required prior to CIO approval for release of high-risk solicitations, award of high-risk contracts, and award of contracts for Major IT Procurements, so you should make every effort to ensure the quality of the solicitation with that purpose in mind. Please allow time in your procurement schedule for this. 4. Please browse the VITA SCM website at the URL below for access to additional IT procurement guidance, tools and the IT Procurement Manual: <https://www.vita.virginia.gov/procurement/buy-it-manual/> 5. If you have other procurement-related questions please email them to: [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov) 6. Procurement leads should not alter any information included in this table except for when an agency response is required. All other fields should remain the same. | | | | | | |