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| Minimum Requirements for Major and High-Risk IT Procurements utilizing VITA’s IT Solicitation and Contract Templates |
| *THIS TABLE BELOW MUST BE COMPLETED BY YOUR AGENCY FOR ALL MAJOR AND HIGH-RISK IT SOLICITATIONS AND CONTRACTS IF VITA’S IT SOLICITATION AND/OR CONTRACT TEMPLATES ARE BEING USED. 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/) |

**INSTRUCTIONS: To complete the fields in this matrix, select the arrows in the left-hand corner to expand/collapse each section.**

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

1. Procurement Point of Contact and Contact Information:
2. Procurement Name:
3. Dollar Value – Initial Term:
4. Dollar Value – Renewals:
5. Procurement Governance Request (PGR) Number:
6. Is your IT Solicitation or Contract for a Major IT Project/Procurement as defined in § 2.2-2006? NOTE: a Major IT Project should have a total cost (Dollar Value of the Initial Term (Line 4 above) plus Dollar Value of Renewals (Line 4.a above)) of more than $1M)

Yes  No

1. Does your IT Solicitation or Contract meet the definition of “high-risk” as defined in § 2.2-4303.01(A)? (NOTE: a “high-risk” solicitation or contract should have a Dollar Value over the Initial Term (Line 4 above) of: a) $10M, or b) $5M and meet one or more of the criteria outlined in Section 2.2-4303.01)

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 (COV RAMP) process. See Minimum Requirement #13 below for details)

Yes  No

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

## **Solicitation Requirements:**

| *Area* | *Objective* | *Required for All IT Solicitations and Contracts* | *Required for High-Risk Solicitations and Contracts* | *Agency to Complete Prior to VITA Review*  *(Agency to enter the Page Number, Section, and Subsection from their solicitation or contract where the minimum requirement in column 1 is located)* | *VITA Response/Guidance* | *Sample Language/Examples* |
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|  |  |  |  | *Page Number, Section, Subsection, etc.* |  |  |
| *1. 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. |
| *2. 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). |
| *3. Clear enforcement provisions, Remedies, and Incentives* | 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.  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** |  |  | For further guidance on creating clear enforcement provisions, please contact [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov).  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. COV Security Policies Standards, and Guidelines 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** |  |  | Proposed solution shall comply with all current COV ITRM Policies and Standards, including those pertaining to: 1. Information Security 2. Data Standards 3. Enterprise Architecture 3. Prohibited Hardware and Software Services 4. Artificial Intelligence Policies are located at: https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/  If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply. |
| *13. COV 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** |  |  | Supplier's solution, training material and communications plans shall provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:  https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/psgs/domain-amp-topic-reports/pdf/ETAITAccessibilityTopicReportGOV103.pdf  (Refer to https://www.section508.gov/ and www.access-board.gov for further information)   Describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with the proposal. The VPAT template can be accessed at the following URL: https://www.section508.gov/sell/vpat  If the solution provides alternate accessibility functionality, please describe. |
| *14. Compliance with COV Artificial Intelligence (AI) Standards* | Provided solution shall comply with the Commonwealth’s standards for the use of Artificial Intelligence (AI), including Executive Order 30. You will need to add our requirements for Artificial Intelligence into the appropriate tab or section of your requirements document. Insert the questions in the far lefthand column to comply with our additional Artificial Intelligence requirements. | **X** | **X** |  |  | 1. In compliance with 2024 Executive Order 30~~,~~ regarding the Implementation of Standards for the Safe Use of Artificial Intelligence Across the Commonwealth (EO 30), Supplier shall indicate and describe in detail whether any aspect of the proposed Solution and/or Service contain Artificial Intelligence (AI), as defined in EO 30, the Utilization of Artificial Intelligence by COV Policy Standard and VITA's Artificial Intelligence Standards.   Additional information regarding VITA's Artificial Intelligence Standards is available at the following URL:   <https://www.vita.virginia.gov/artificial-intelligence/> 2. If any aspect of Supplier's proposed Solution or performance of the proposed Services contain AI as defined in EO 30 and VITA’s Artificial Intelligence Standards, then describe the process that Supplier will follow to ensure that Customers, as applicable, have registered the Solution/Services with VITA before a purchase order is fulfilled.  Additional information regarding VITA's Artificial Intelligence Standards is available at the following URL:  <https://www.vita.virginia.gov/artificial-intelligence/> 3. "The proposed solution shall only use Approved versions of the technologies covered within the COV Technology Roadmaps.   https://www.vita.virginia.gov/policy--governance/architecture/cov-technology-roadmaps/  If proposed solution does not only use Approved versions of COV technologies, please provide details on the technologies utilized."   1. For IT solutions and technologies that are not covered within COV Technology Roadmaps, describe if the proposed solution only uses versions or models of IT solutions and technologies that are current (N and N-1) and have vendor or equivalent support.   Example:  an IT management utility that only works with a EOL database or N-2 operating system  Note 3:  many N and N-1 versions are defined in the COV Technology Roadmaps"   1. "Do you agree to Describe if the proposed solution produces a documented lifecycle including information on currency, general availability, and support (end of service life and end of support) for all supplier provided or managed IT solutions and technologies? Note:  See COV Technology Roadmaps for more information. 2. Documenting all versions of software that their services consume or provide. This includes all software that the service providers will be used to host, develop, support, test, and deploy their IT solutions (operating systems, languages, databases, editors, etc.). Note:  This requirement does not apply to SaaS (addressed by ECOS process) 3. Producing and maintaining defined and VITA-approved baselines for all supported technologies for all IT solution and technologies provided or managed by the supplier. The baseline documentation shall include:   Note:  Examples of baselines are Center for Internet Security (CIS) and Department of Defense (DoD) Security Technical Implementation Guides (STIGs) |
| *9. Cloud/*  *Software as a Service (SaaS) requirements, as applicable* | The two links below provide policy, procedures, guidance, recommended language and the required COV RAMP 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 COV RAMP 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 COV RAMP 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** |  |  |  |
| *10. Additional Security and Cloud Requirements* | To remain in compliance with VITA’s IT Security and Cloud Hosting Policies, Standards, and Guidelines, you will need to add our requirements for security and cloud hosted solutions into the appropriate tab or section of your requirements document. Insert the questions in the far lefthand column to comply with our additional security and cloud hosting requirements. |  |  |  |  | 1. Numerous solutions are offered as cloud platforms/services or have cloud options. Executive branch agency procurement of solutions with cloud elements require that the agency seek VITA cloud approval before procurement, including potential COVRamp assessment, agreed Cloud Terms and ongoing oversight. Describe the process for ensuring that VITA cloud approval has been obtained before a purchase order has been placed. 2. Describe whether the proposed cloud solution is a Software as a Service (SaaS) delivery model or a Platform as a Service (PaaS) delivery model. 3. Describe whether the proposed solution is a public, private, government, or hybrid cloud model. 4. Describe all available models and ensure pricing response in Exhibit B includes offered options. 5. Describe whether the proposed solution allows for agency hosting. Elaborate on the advantages and disadvantages of offsite and onsite hosting that the solution offers. 6. Describe whether the proposed cloud solution is FedRamp authorized. If so, describe the FedRamp level of certification (low, moderate, or high). 7. "The proposed Solution shall comply with all Customers’ individual Information Security Policies and applicable Federal standards (e.g., FedRAMP, CJIS, FISMA,PCI, ISO27001, FERPA, FTI (IRS PUB-1075), SSA, HIPAA-HITECH). 8. If proposed solution does not comply, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.” 9. Describe whether the proposed cloud solution relies on third-party partners or subcontractors and elaborate on the third-party partners/subcontractors required as applicable. 10. Describe whether the proposed cloud solution allows a customer to solely manage its own encryption keys or if the function must remain with the solution provider. 11. Describe whether the proposed solution has a documented encryption key management process. 12. Describe whether the proposed solution uses standard data encryption techniques. If so, define in detail at all levels. Include, if applicable, what additional options may be added. 13. Describe how the proposed solution addresses security. Provide an attachment to detail the levels of security inherent in your application and what options can be added to support unique customer requirements to ensure confidentiality. 14. Given the desire for electronic payment, with approval from DOA, please describe in detail how this process will work and what safeguards and security measures will be employed to ensure audit compliance. 15. Describe whether the solution incorporates security and privacy recommendations and best practices from the National Institute Standards and Technology (“NIST”). 16. Supplier's solution shall have the ability to produce custom financial information and reporting as required to ensure proper accounting and financial management by VITA and Authorized Users, in compliance with the pronouncements of the Governmental Accounting Standards Board (GASB), with particular emphasis on Statements No. 87 ""Leases"" and No. 96 ""Subscription-Based Information Technology Arrangements. Examples may include but are not limited to: asset/inventory management for leased equipment, discount/interest rates for leases, inventory management for software licenses including coverage terms, etc. For more information see: <https://www.gasb.org/standards-and-guidance/pronouncements> |

## **Contract Requirements:**

| *Area* | *Objective* | *Required for All IT Solicitations and Contracts* | *Required for High-Risk Only Solicitations and Contracts* | *Agency to Complete Prior to VITA Review*  *(Agency to enter the Page Number, Section, and Subsection from their solicitation or contract where the minimum requirement in column 1 is located)* | *VITA Response/ Guidance* | *Sample Language/Examples* |
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|  |  |  |  | *Page Number, Section, Subsection, etc.* |  |  |
| *1. Front Loading* | Your agency should avoid over allocating funds and resources for your 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** | ***.*** |  |  |
| *2. 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.  You can find a Milestones and Deliverables template on the VITA website at [Procurement Tools | Virginia IT Agency](https://www.vita.virginia.gov/procurement/policies--procedures/procurement-tools/) |
| *3. 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). |
| *4. Clear enforcement provisions, Remedies, and Incentives* | 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.  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** |  |  | For further guidance on creating clear enforcement provisions, please contact [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov).  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. |
| *5. 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** |  |  |  |
| *6. 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** |  |  |  |
| *7. 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** |  |  |  |
| *8. Contract Management* | Per Section 2.2-4303.01 of the Code of Virginia, as enacted, 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/**](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.** |