

**EXHIBIT C – STATEMENT OF WORK (SOW) TEMPLATE**

**Statement of Work (SOW)**

Between **[NAME OF AUTHORIZED USER]** and ThunderCat Technology LLC

Issued Under

**CONTRACT NUMBER VA-250912-TCTL**

**BETWEEN**

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY OR AGENCY NAME**

**ThunderCat Technology LLC**

This Statement of Work (“**SOW**”), between **[Name of Agency/Institution]** (hereinafter referred to as “**Authorized User**”) and **[Supplier Name]** (“**Supplier**”) is issued pursuant to the terms Contract Number **VA-XXXXXX-XXX** (“**Contract**”) between the **Virginia Information Technologies Agency (“VITA”) or Agency Name (“XXX”)**, on behalf of the Commonwealth of Virginia, and Supplier. In the event of that there is any conflict between the terms of this SOW and the terms and conditions of the Contract, the terms and conditions of the Contract will control.

[[Note to Template Users: Supplier must comply with all applicable COV ITRM policies, standards and guidelines located at: <https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/>.

If the Authorized User is an Agency and determines any area of non-compliance with the ITRM PSGs at the above link, such Authorized User’s Project Manager must obtain an approved exception from VITA in accordance with the exception process prior to placing any related order or authorizing Supplier to commence any work. To submit an exception, please complete the COV IT Security Policy and Standard Exception Request Form located at this link: <https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/> and submit to VITA for approval. Your Agency Customer Account Manager (CAM) can assist you with the exception process.]]

[[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and denoted by double opening and closing brackets [[ ]]. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is text that is highlighted in blue which should remain in the document, is variable, and should be modified by the Agency based on the nature of the project.]]

**STATEMENT OF WORK**

The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a **Solution (“Solution”) or Services (“Services”) or Software (“Software”) or Hardware and Maintenance or Licensed Application Services** for **Authorized User Project Name**. [[Customize the previous sentence to state what you are getting from the Supplier, based on the VITA/your Agency’s Contract language, and with your project name.]]

**1. PERIOD OF PERFORMANCE**

The work authorized in this SOW will commence **XX (XX)** days after execution of **this Statement of Work or the Contract** and will continue for a period of **XX (XX)** months. This includes **delivery, installation, implementation, integration, testing and acceptance** all of products and services necessary to implement the Authorized User’s **Solution, training, and any support, other than on-going maintenance services**. The period of performance for maintenance services shall be one (1) year after the end of the Warranty Period, which is defined in the Contract, and may be extended for **additional one (1) year periods**, pursuant to and unless otherwise specified in the Contract.

[[Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA/your Agency Contract and your project’s specific needs within that allowable scope]]

**2. PLACE OF PERFORMANCE**

[[Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed]]

Tasks associated with this project will be performed at **the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State**, or other locations as required by the effort and mutually agreed to under this SOW.

**3. PROJECT DEFINITIONS**

[[Provide project unique definitions so that all stakeholders have the same understanding. Ensure these are not redundant to, or do not conflict with the Contract definitions.]]

All definitions of the Contract shall apply to and take precedence over this SOW. **Authorized User's** specific project definitions are listed below:

**4. CURRENT SITUATION (RECOMMENDED FOR SOWS CREATED UNDER A VITA STATEWIDE OR GSA CONTRACT; OTHERWISE DELETE)**

[[Provide information on the agency, the project, the program and/or the services that are affected by this procurement. Include graphics of the user environment, flow of information, current business, and operating environment. Ensure you provide enough background information to clearly state the current situation to the Supplier. Some example subsections are provided below. You may collapse/expand as necessary to provide adequate information and detail.]]

**A. Background on Authorized User's business situation**

**B. Current Architecture and Operating System**

**C. Current workflow/business flow and processes**

**D. Current legacy systems**

**E. Current system dependencies**

**F. Current Infrastructure (limitations, restrictions)**

**G. Usage/audience information**

**5. PROJECT SCOPE**

[[Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the **VITA or your Agency's** Contract scope.]]

**A. Project Scope and Purpose**

**B. Project Boundaries**

**6. PROJECT REQUIREMENTS (AND/OR SOLUTION)**

**A. Authorized User's Specific Requirements**

[[Provide information about your project and your Agency's specific requirements for this particular project including, but not limited to, applicable directives, referenced documents, standards, specifications that are either mandatory or informational.]]

**B. Special Considerations for Implementing Technology at Authorized User's Location(s)**

**C. Other Project Characteristics to Ensure Success**

**D. Required Products (or Solution Components)**

[[List the products, or if your project is for a Solution, the Solution components, the hardware, software, etc., provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA or your Agency's Contract for allowable scope and other guidance in drafting language for this section.]]

**E. Required Services**

[[List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support, and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA or your Agency's Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "J" and "L" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections if you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.]]

**F. Project Specific Performance Requirements**

[[Document the Authorized User's performance expectations, standards, and target service levels related to this project. If Authorized User has created a Service Level Agreement as an exhibit to the Contract, Authorized User may add a reference here to the Contract exhibit where this information is detailed]]

**G. Project Specific Deliverable Requirements**

[[Add info on deliverable requirements]]

**H. Project Specific Materials, Equipment, Facilities and Property**

[[In this section, provide details of any materials, equipment, facilities, and property to be provided by your Agency or the Supplier in performance of this project. If none, state this in the requirements so it is clear. If delivery of any of these items is critical to the schedule, you may want to identify such delivery with hard due dates tied to "business days after project start" or "days after event/milestone in Section 9. Be sure to specify the delivery and point of contact information.]]

- i. Provided by the Authorized User
- ii. Provided by the Supplier

**I. Other Technical/Functional Requirements**

[[Provide any other unique project technical requirements, functional requirements, and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA or your Agency's Contract. Several examples are listed.]]

- i. Data migration, access, and retrieval requirements
- ii. Additional warranties

**J. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer**

[[Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer.]]

**K. Security Requirements**

[[Provide, or reference as an attachment, Authorized User's security requirements. Examples are provided below.]]

- i. Security procedures for Authorized User's location may include, but are not limited to, background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents.
- ii. Execution of additional forms, such as a non-disclosure agreement (NDA), to be signed by each of the Supplier's employees or agents acknowledging that all Authorized User information that Supplier employees or agents may have contact with is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier, or an employee or agent of the Supplier, will constitute a breach of Contract.
- iii. Supplier will comply with all requirements in the Security Compliance section of the Contract.
- iv. If applicable, for Cloud/SaaS solutions, Supplier will comply with all Cloud requirements in the Contract.

**L. Support and Maintenance Requirements**

[[Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution. If these requirements are already addressed in the Contract, then the Authorized User should insert a reference to where this information is located.]]

**M. Personnel Requirements**

[[Provide any supplier personnel qualifications, requirements, licenses, certifications, or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA or your Agency's Contract terms.]]

**N. Transition Phase-In/Phase-Out Requirements**

[[Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA or your Agency's Contract provision(s) regarding Transition of Services or with any other transition requirements in the SOW. If these requirements are already addressed in the Contract, then the Authorized User should insert a reference to where this information is located.]]

**7. PROJECT ASSUMPTIONS & PROJECT ROLES AND RESPONSIBILITIES**

[[This section contains areas to address project assumptions by both the Supplier and Authorized User and to assign project specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.]]

**A. Project Assumptions**

The following assumptions are specific to this project:

**B. Project Roles and Responsibilities**

The following roles and responsibilities have been defined for this project:

Responsibility Matrix Legend:

R = Responsible for execution/completion of work

A = Final approval authority

C = Must be consulted

I = Must be informed

(Sample Responsibility Matrix to be customized by the Authorized User with their project specific responsibilities)

Responsibility Matrix	Supplier	Authorized User	COV (VITA)
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		R	
Server Hardware		R	I
Server Operating		R	
Server Network Connectivity		R	I
Relational Database Management Software (Installation and Implementation)		R	
Server Modules – Installation and Implementation	R	C, A	
PC Workstations – Hardware, Operating System, Network Connectivity	I	R	I
PC Workstations – Client Software	I	R	I
Application Installation on PC Workstations	R		
Wireless Network Access Points	R		
Cabling, Electric and User Network Connectivity from Access Points		R	
Wireless Mobile Computing Products – Scanners, printers	R	C	
Project Planning and Management	R	C, A	
Requirements Analysis	R	C, A	
Application Design and Implementation	R		
Product Installation, Implementation and Testing	R	A	
Conversion Support	R	A	
Conversion Support -- Subject Matter Expertise	C	R	
Documentation	R	A	
Training	R	I	
Product Maintenance and Support	R		
Problem Tracking	R	C, A	
Troubleshooting – IT Infrastructure		R	I
Troubleshooting – Solution	R	I	

**8. PROJECT DELIVERABLES**

[List and describe at a high-level, the Supplier’s deliverable expectations for this project. This table includes sample data only and must be customized for the Authorized User’s project. See the Section 9 table to associate Authorized User’s deliverables with the corresponding milestone and payment schedule.]]

The following deliverables shall be provided by Supplier under this SOW. Subsequent sections (see Section 9) may include further detail on the requirements for some deliverables.

No.	Deliverable	Deliverable Description	Due Date
	Project Plan		
	Design Plan		

Implementation Plan		
Data Conversion Plan		
Risk Assessment Plan		
Test Plan		
Training Plan		
Performance Plan		
Contingency Plan		
Disaster Recovery Plan		
Cutover Plan		
Change Management Plan		
Transition Plan		
Monthly Status Reports		
Quarterly Performance /SLA Reports		
Training Manual		
Final Solution Submission Letter		
Final Acceptance Letter		

**9. MILESTONES, DELIVERABLES, EPICS (IF APPLICABLE), PAYMENT SCHEDULE, AND RETAINAGE**

[[This table should include the project’s milestone events, associated deliverables, corresponding due date, milestone payments, any retainage amount to be held until final acceptance (it is recommended that Authorized Users include a retainage amount of 20%), and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.]

Deliverables are tangible (i.e., product or service) and are the end products or services that are produced as a result of the project. Deliverables can signal completion of a project Milestone event or a key activity towards the completion of a Milestone event. There can be multiple Deliverable expectations under a single Milestone event, whereas Milestones signal the reaching of a key event/phase in the project’s lifecycle that indicates progress towards the project’s completion.]]

The following table identifies milestone events, epics, and Deliverables to be provided by Supplier under this SOW, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone/Epic Event	Associated Milestone Deliverable(s)/User Stories	Schedule/Due Date	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	\$30,000	\$15,000	\$15,000
	Project Plan	Execution+45 days			

	Implementation Plan	Execution + 45 days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	\$10,000	\$3,000	\$7,000
Installation of software	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Installation of hardware	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	\$10,000	\$1,000	\$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 160 days	\$10,000	--	\$10,000
Final Acceptance		Execution + 210 days	--	--	\$23,000

**10. ACCEPTANCE CRITERIA**

[[This section should reflect the mutually agreed upon Acceptance Criteria specific to this engagement. Please read the VITA or your Agency’s Contract definitions for the definitions of Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA or your Agency’s Contract language in the Deliverables Acceptance and Cure Period Section]]

Acceptance Criteria for this Solution is described in the Acceptance and Cure Period Section of the Contract (Section XX) and will be based on the Authorized User’s determination that the **Services, Software, Solution, Application, Products, and/or Deliverables** meet the Requirements in accordance with the Contract, applicable order, SOW, test plan, or other written agreement between the Parties. Supplier shall ensure any individual Deliverable functions properly with any other Service(s) and Deliverable(s) provided pursuant to the Contract, applicable order, and/or SOW.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User’s Project Manager with space to indicate if the deliverable is accepted, rejected, partially accepted, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected for the deliverable to be accepted by the Project Manager. The Project Manager will have **ten (10)** business days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

**11. TOTAL PROJECT PRICE**

The total Fixed Price for this Project shall not exceed \$US **XXX**.

Supplier’s invoices shall show retainage of **twenty percent (20%)**. Following completion of **Solution implementation**, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section **X** above, plus the total amount retained by the Authorized User. If travel expenses are not included in the **fixed price** of the **Solution**, such expenses will be reimbursed at the then-current per diem amounts and other travel regulations in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). To be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to the Authorized User for approval prior to incurring such expenses.

All reimbursed expenses will be billed to Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

## 12. REQUIRED STANDARDS, CERTIFICATIONS, AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this SOW.

[[List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications, and specifications that the Supplier is required to follow or possess in performing this work. The first bullet includes a link to COV required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception for any COVA-required standard, complete the COV IT Security Policy and Standard Exception Request Form located at this link: <https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/> and submit to VITA for approval. Your Customer Account Manager (CAM) can assist you.]]

- COV ITRM Policies and Standards: <https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/>
- IEEE 802®
- HIPAA
- AICPA SOC 2 (Type 2)
- NIST SP 800-53 (rev 4 or higher)
- IRS Publication 1075
- ISO 9001 Certification

## 13. RISK MANAGEMENT

[[The detailed project plan establishes the process and procedures for the identification, analysis, and management of risks and establishes the initial list of risks facing the project. During execution and control, the Risk Manager (or PM if a separate Risk Manager has not been appointed) establishes the risk/issues log, monitors the identified risks/issues, and advises the Project Manager on risk incidence and response. The Risk Manager also surveys the project for new risks; assesses and quantifies newly identified risks as provided in the Risk Management Plan; develops appropriate contingency plans; and removes or downgrades risks whose window of occurrence has passed. The Risk Manager collaborates with the Project Manager to ensure the Risk Management section of the Project Status Report is updated and the Internal Agency Oversight Committee (IAOC) is informed of project risks and their status at each meeting.]]

### A. Risk Management Process

[[The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.]]

1. **Risk Identification Process:** Describe the process for risk identification.
2. **Risk Evaluation and Prioritization:** Describe how risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe, in general terms, the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe the methods for maintaining or updating the risk plan during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with risk management responsibilities (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

**B. Risk Management Plan**

[[Authorized User should include a description of the frequency and structure of risk reviews, the project team responsibilities, and the steering and oversight committee responsibilities and documentation. Don't forget to add all deliverables associated with risk strategizing and planning to the list of Deliverables.]]

**14. PERFORMANCE BOND**

[[If your project is sizeable, complex and/or critical, and the VITA or your Agency's Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA/Agency Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project further warrants a performance incentive due to the project or the Supplier's viability, you may include the language below in this section. Additionally, you should engage your Agency's Office of the Attorney General (OAG) contact to determine if a performance bond is warranted. NOTE: All performance bonds must be reviewed and approved by the Office of the Attorney General to ensure the bond's validity.]]

The Supplier shall post a performance bond in an amount equal to one hundred percent (100%) of the total Contract value and provide a copy of the bond to the Authorized User within (10) business days of execution of this SOW Agreement. If the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to the Authorized User.

**15. REPORTING**

[[The following are examples of reporting requirements which may be included in your SOW depending on your project's need for governance. Agencies should update this section with their projects reporting requirements for the Supplier.]]

**A. Weekly/Bi-weekly Status Update**

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates; all open issues or questions regarding the project; action plan for addressing open issues, risks, or questions and potential impacts on the project; risk management reporting.

**B. Project Specific Performance Measures**

[[It is recommended that you develop and include performance measures with remedies for non-performance in your SOW, to capture, report, and measure the Supplier's performance expectations and obligations. The performance measures should specify in measurable terms the services to be provided, the standards to be attained in the execution of those services, and the consequences that occur in the event the performances measures are not met by the Supplier. The performance measures included in your SOW may be in addition to those performance measures contained in VITA's or your Agency's Contract. Be sure to check the Contract to avoid duplicative performance measures. In the event your performance measures are already contained in the Service Level Agreement (SLA) Exhibit to the Contract, then the Authorized User should insert a reference to the Contract's SLA Exhibit here.

Below are some examples of performance measures you may want to include:

- Timely completion of Milestones and Deliverables in accordance with the project schedule
- Service/Application/System Availability
- Incident response time

- Incident resolution time
- Number of reoccurring incidents
- Percentage of incidents reopened
- Notification of system maintenance and/or upgrades
- Disaster Recovery Time Objective (RTO) and Recovery Point Objective (RPO)
- Timeframe to replace key staff supporting the project
- Resolution of defects identified during User Acceptance Testing (UAT)
- Customer satisfaction with services
- Configuration item quality

Additional guidance may be found at this link:

<https://www.vita.virginia.gov/media/vitavirginiagov/supply-chain/pdf/Performance-Metrics-Tool.pdf>  
or you may request assistance by emailing: [scminfo@vita.virginia.gov](mailto:scminfo@vita.virginia.gov).]

**C. Supplier Performance Self-Assessment.**

[[In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include “Supplier Performance Assessments”. These assessments may be performed at the Project Manager’s discretion and are not mandated by VITA.]]

Within 30 calendar days of Contract kickoff, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) business days to respond to Supplier with any comments. If the Authorized User agrees with Supplier’s self-assessment, such Authorized User will sign the self-assessment and upload a copy to the Project documents in Planview, the Commonwealth Technology Portfolio.

**D. Supplier Performance Assessments**

[[You may want to develop assessments of the Supplier’s performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement. These assessments may be performed at the Project Manager’s discretion and are not mandated by VITA.]]

**E. Performance Audit/ IV&V Assessment**

[[If you have included service level requirements in the above subsection titled “Project Specific Performance Measures”, you will want to include a requirement here for your ability to audit the results of the Supplier’s fulfillment of all performance requirements. Likewise, you may want to include your validation audit of the Supplier’s performance reporting under this Reporting section. It is important, however, that you read the VITA or your Agency’s Contract prior to developing this section’s content so that conflicts are avoided. Suggested language is provided below but must be customized for your project.]]

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier’s service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) business days of receipt of Supplier’s self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. [[If none, you may add your escalation procedure in this section.]]

Periodic IV&V reviews are required of all Category one and two projects and optionally for three and four projects. For more information on IV&V please visit the Project Management Standard located at: <https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/>

**16. CHANGE MANAGEMENT**

[[Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the Contract, found at this link: <http://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4309/>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA or your Agency's Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at:

- <https://www.vita.virginia.gov/policy--governance/policies-standards--guidelines/>; and
- <https://www.vita.virginia.gov/policy--governance/project-management/project-management-templates-tools/>.

Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use, or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA or your Agency's Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW (i.e., configuration, incident, workflow, or any others of a technical/functional nature).]

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the Contract, found at this link: <http://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4309/>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <https://www.vita.virginia.gov/it-governance/project-management/project-management-templates-tools/>

**17. POINT OF CONTACT**

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: [REDACTED]

Supplier: [REDACTED]

By signing below, both parties agree to the terms of this Exhibit.

**Supplier:**

\_\_\_\_\_

(Name of Supplier)

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized User:**

\_\_\_\_\_

(Name of Agency/Institution)

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

Agency Head or Designee

Date: \_\_\_\_\_