



FOR ITCL AUTHORIZED USERS
 POLICY FOR PROCURING AND MANAGING
 CONTINGENT LABOR RESOURCES



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- I. Purpose.** This document covers policies for procuring information technology (IT) contingent workers through Staff Augmentation or a Statement of Work (SOW) utilizing VITA’s managed service provider (MSP) program. All executive

branch agencies and institutions of higher education are subject to these policies, except those agencies and institutions explicitly exempted by the Code of Virginia.

The purpose of the IT contingent labor staff augmentation and the IT Contingent Labor SOW policies include:

- Enabling a common acquisition process for agencies and institutions to obtain IT staff augmentation services and deliverables-based SOW services through a managed service provider program.
- Providing improved and standardized IT job descriptions and bill rates to reduce costs and create efficiencies for the Commonwealth
- Leveraging competition so that agencies obtain highly qualified contingent workers at market rates
- Establishing the distinction between ordering staff augmentation services vs. contracting for a project (turn-key approach)
- Providing a process for deliverables-based SOW procurements that reduce costs to the Commonwealth

II. Definitions. (These definitions were taken from Staffing Industry Analysts "Contingent Workforce Lexicon of Terms," available at <http://lexicon.staffingindustry.com/>. URL provided for convenient reference only.)

- **Assignment** - A task or duty being performed by a contingent worker (i.e., a requisition for a temp, or each on boarded consultant associated with a consulting engagement). Assignment may also refer to the period that a temporary employee is working at an organization's facility; however, change orders such as extensions, do not count as separate assignments.
- **Contingent Work/Worker** - Used to describe work arrangements that differ from regular/permanent, direct wage and salary employment. Contingent work and workers are primarily distinguished by having an explicitly defined or limited tenure. Contingent workers include temporary personnel provided by an outside staffing agency and independent contingent workers. Contingent workers may also include temporary workers from an internal pool, and others (such as summer interns, seasonal workers, freelancers, "crowd-sourced" workers, etc.) employed directly by an organization for an intentionally limited time period. For purposes of this policy, the term "contingent worker" also includes statement-of-work (SOW) contingent workers who provide SOW services. While the SOW contingent workers themselves may or may not have an expectation of ongoing employment with their consulting firm, their work for the client is considered contingent.
- **E-Verify Program** - For purposes of this program and pursuant to §2.2-4308.2 of the Code of Virginia, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify

the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

- **Fixed Price SOW** - A Fixed Price SOW should be used when the Authorized User's requirements can be set forth in sufficient detail as to allow for a fixed price to be developed. A Fixed Price SOW should include Deliverables and a milestone payment schedule associated with such Deliverables.
- **Managed Service Provider (MSP)** - A company that takes on primary responsibility for managing an organization's contingent workforce program. Typical responsibilities of an MSP include overall program management, reporting and tracking, supplier selection and management, order distribution and often consolidated billing.
- **Off-boarding** - the processes required to disengage a contingent worker at the close of an assignment. May include final compensation, equipment and security badge return, deleting access to systems and applications, and an exit interview among other tasks.
- **On-boarding** - the process of bringing a worker into a position with a goal of providing all necessary tools to be productive as soon as possible. It includes activities, such as criminal background checks, security training and other Commonwealth or agency specific policy related items required as part of compliance requirements for contingent workers before starting their engagements.
- **Staff Augmentation** - staffing services that supplement internal staffing teams where either part of the talent acquisition process is managed by an external supplier.
- **Statement of Work (SOW)** - A document that captures the work products and services, including, but not limited to the work activities and deliverables to be supplied under a contract or as part of a project timeline. In contrast to a typical temp or contingent work arrangement which is billed based on time worked, SOW agreements are usually billed based on a fixed price deliverable or for delivery of specific milestones. Under VITA's contract with CAI, IT services are to be performed at the times and locations set forth in the applicable SOW and at the payments set forth therein.
- **Telecommuting** - Working at home, or at another off-site (satellite) location, for an organization whose office is located elsewhere, with one-way or (usually) two-way electronic linkage to that organization via phone and/or the Internet or a company Intranet. Such work may be full-time, occasional, or for a scheduled part of the workweek. May also be referred to as Telework.
- **Vendor Management System (VMS)** - An Internet-enabled, often Web-based application that acts as a mechanism for business to manage and procure staffing services as well as outside contract or contingent labor. Typical features of a VMS include order distribution, consolidated billing and significant enhancements in reporting capability over manual systems and processes.

III. VITA's Statutory Purchasing Authority. VITA has sole statutory authority to procure all information technology (IT) and telecommunications goods and services (including agency-specific applications) for executive branch agencies and institutions, except those explicitly exempted by the Code of Virginia or the Appropriations Act.

- All agencies can request VITA's assistance with IT procurements and all public bodies can utilize statewide contracts developed by VITA.
- All IT procurements conducted by VITA are pursuant to the laws of the Commonwealth of Virginia and applicable policy or regulation.
- All IT and telecommunications goods and services procured by any executive branch agency or institution pursuant to *Public Private Facilities and Infrastructure Act* (PPEA) or *Public-Private Transportation Act* (PPTA) efforts are subject to VITA's procurement authority.

IV. VITA's Statutory Policy Authority. § 2.2-2007 of the *Code of Virginia* requires the Chief Information Officer to "Develop policies, standards, and guidelines for the planning, budgeting, procurement, development, maintenance, security and operations of information technology for executive branch agencies." As directed by § 2.2-2012 of the *Code of Virginia*, VITA has established this IT contingent labor contract as "Mandatory Use" for the procurement of IT-related contingent labor by all executive branch agencies and institutions of higher education that are subject to, VITA's IT procurement authority. Executive branch agencies and institutions do not have authority to sponsor, conduct or administer an IT contingent labor contract unless such authority is delegated by VITA.

V. VITA's IT Contingent Labor Contract. After conducting a competitive procurement in 2021, VITA awarded a five-year managed services provider (MSP) contract to Computer Aid, Inc. (CAI). The contract is structured for maximum flexibility to allow for needed adjustments in the dynamic IT staffing industry. The agreement places emphasis on two areas: assuring the availability of high-quality resources and driving effective cost containment.

Examples of services that are NOT included in the ITCL contract:

- Software licensing
- Hardware and hardware maintenance
- Non-IT staff augmentation and non-IT projects
- Projects that total greater than \$3,000,000

VI. Authorized Users of VITA's IT Contingent Labor Contract. Authorized Users for VITA's IT contingent labor contract include all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Authorized Users may have additional policies, rules and/or regulations that are to be followed by any contingent worker performing services for that Authorized User under this contract.

VII. Requirement of Competition. Authorized Users engaging staff augmentation and SOW services are strongly encouraged to compete for resources or suppliers through the CAI subcontractor network. Authorized Users are to avoid preselecting named resources or named suppliers.

VIII. Staff Augmentation. Contingent workers provided by the MSP that are engaged to address short term temporary needs such as backfill for absences or provide specialized expertise or skills, accommodate work volume fluctuations. Staff augmentation services provide IT resources at hourly market rates based on region, job classification, experience, and type of technology.

IX. Engaging a Staff Augmentation Resource. CAI, as the Managed Service Provider (MSP) assists agencies with the classification of the contingent worker job title based on the agency's needed skills and requirements. Through an open subcontractor network, CAI competes the Authorized User's request, providing screened qualified candidates within 4 days. Requisition approval is in accordance with each Authorized User's approval process. Additional purchase order information is available on VITA's website at: [eVA Resources](#).

X. Use of "Non-Standard Job Title" and use of "Rate Exception" in requisitions

1. Use of "Non-Standard Job Title" Requisition Class. There may be situations where an Authorized User requires a new category of IT skills not represented on the rate card. The agency will work with CAI to clarify whether use of the "Non-Standard Job Title" requisition class is warranted. Use of this requisition class requires Agency Head approval. These engagements will be tracked and reported to understand if additional Job Titles are needed to support competition within the program and alignment with the Not to Exceed Rate Card.
2. Use of "Rate Exception" Requisition Class. There may be situations where prevailing labor rates have changed for pre-defined job titles represented on the rate card, or an Authorized User requires a unique skill for a pre-defined job title that requires a rate exception. The agency will work with CAI to determine whether a rate exception is warranted. Use of this requisition class requires Agency Head approval. These engagements will be tracked and reported to understand if adjustments need to be made to the ITCL Rate Card to support competition within the program and alignment with the Not to Exceed Rate Card.

3. Example No. 1:

Agency is hiring an IT Project Manager and has negotiated directly with a vendor and agreed to an hourly rate of \$180.00. The rate exceeds the NTE rate on the established rate card.

The hiring Manager will be required to get agency head approval for use of the "rate exception" req class.

4. Example No. 2

Agency is hiring an Oracle EBS functional expert at the agency rate of \$240. This job title is not represented on the rate card. The agency will use the "Non-Standard Job Title" req class in Vector when creating the requirement. The hiring Manager is required to get agency head approval for use of this req class and the rate.

XI. Engaging a Named Resource or Supplier. Requesting a named resource or named supplier for any staff augmentation or SOW engagement is discouraged. Requesting named resources/suppliers is contrary to the competitive principles of the ITCL program public procurement best practices. Requesting named resources without competition increases risk and drives up costs for Authorized User. Use of Named Firms or Named Resources for SOWs requires Agency Head approval.

XII. On boarding the Contingent Worker.

- A. **Background Checks** – All contingent worker candidates are to successfully pass a criminal background check before they can begin to perform work for any Commonwealth agency/Authorized User. All CAI subcontractors are required to complete a National Criminal Background check in compliance with CAI requirements.
- B. **Sexual Harassment Training** – As of July 1, 2020, the Code of Virginia requires contractors with the Commonwealth who spend significant time working with or near state employees to complete sexual harassment training. As a result, the Department of Human Resource Management (DHRM) requires that all contractors working through the ITCL contract complete DHRM's "Preventing Sexual Harassment" training. This training is available as either a short video or a written transcript on the DHRM website: <https://www.dhrm.virginia.gov/public-interest/contractor-sexual-harassment-training>. This training once completed is tracked by CAI as a part of the onboarding process.
- C. **Contingent Worker Code of Conduct** – The Code of Conduct outlines expectations for ethical and professional conduct for all contingent workers engaged through the ITCL contract. All staff augmentation contingent workers will be required to review and acknowledge receipt and agreement as part of the onboarding process and before beginning their engagement. All SOWs include language where the supplier acknowledges that all resources have reviewed and agreed to the Code of Conduct. Agency managers can access and download the signed document from the candidate's record in VectorVMS (the central repository for all ITCL program data).
- D. **E-VERIFY** – Pursuant to § 2.2-4308.2 of the *Code of Virginia Registration and use of federal employment eligibility verification program required; debarment*, the E-Verify program is required of any company entering into a contract more than \$50,000 to perform work or provide services to the

Commonwealth. All contingent workers are to be verified as eligible for employment through the e-verify system. This verification will be performed by the resource's supplier and provided to CAI during the on-boarding process.

- E. **Agency Policies** – It is incumbent on each Authorized User to provide each new contingent worker(s) with a copy of all policies that would be applicable to the contingent worker providing services.
- F. **Equipment/Access for New Resources** – Part of the on-boarding process may involve providing security access/badging for new contingent workers. Contingent workers should not be provided access to any agency facility prior to completion of the ITCL Program On-Boarding processes, including e-Verify.
- G. **Telework or Telecommuting Agreement** - The Authorized User and the contingent worker are to agree to a telecommuting or telework agreement that specifies where the contingent worker may provide services to the Authorized User. The Commonwealth of Virginia's Telework Policy and VITA's Telework Policy do not apply to any contingent worker.

XIII. Managing the Contingent Worker. The Contingent Worker Code of Conduct establishes expectations for ethical and professional conduct for resources while performing services for an Authorized User.

A. **Treatment of Contingent Worker While on Premises of Authorized User**

1. Authorized Users do not approve vacation requests or approve contingent workers' absence or the need to work from home. Contingent Workers may only work 40 hours a week (staff augmentation) unless prior approval is granted by the Authorized User.

IT is recommended that Contingent workers:

- NOT serve in management roles or supervise any employee of an Authorized User.
 - NOT write or deliver performance reviews – participate or contribute to any disciplinary action, communicate feedback to MSP if needed.
 - NOT participate in decisions related to hiring or termination.
 - NOT access any employee or contingent worker personal information (salary, performance reviews, etc.)
2. Contingent workers are to wear their contingent worker badge indicating always that they are a contingent worker and return their badge to the Authorized User upon termination of the assignment.

3. Contingent Workers are not eligible to participate in Authorized User's recognition programs.
4. Contingent workers are not eligible to participate in any agency's employee benefits plans and are not eligible for Commonwealth benefits.
5. Careful consideration should be given to whether contingent workers should attend meetings of employees of the Authorized User. Authorized Users are to invite contingent workers only to meetings that directly pertain to their assignment.
6. Careful consideration should also be given as to whether to permit contingent workers to attend Authorized User's non-work-related functions or participate in any event that is not open to visitors, guests or the public.

B. Use of Title/Name in E-Mails, Presentations and Correspondence –

No contingent worker is allowed to use Authorized User's titles, sign documents on behalf of the Authorized User, obtain or use Authorized User's business cards. In addition, all contingent workers are to denote their role in all e-mails, presentation and correspondence prepared during their assignment as "contingent worker" to "X" Authorized User." At all times, the contingent worker/resource are to identify themselves as a "contingent worker".

C. Wage or Pay Rates – Contingent workers are not allowed to negotiate their hourly rate with the Authorized User. Hourly rates are based on contractual rate cards and no individual increases are allowed. Suppliers are not eligible for any other remuneration. The Authorized User is not allowed to provide additional compensation to a Supplier under any circumstances.

D. Contingent Worker Evaluation – Authorized Users should be careful not to conduct performance evaluations or attempt to discuss or resolve performance or contract related issues directly with the contingent worker. Performance related issues should be directed to CAI. The Vector VMS system automatically generates a survey for the engagement manager to evaluate and provide feedback directly to CAI about the contingent worker's performance. A link to the survey is emailed to the engagement manager after the resource has been engaged for 30 days, six months and annually thereafter. A final evaluation is sent once the engagement ends. Engagement managers are encouraged to promptly complete these surveys so that a record of performance is captured, and any issues or concerns can be appropriately addressed in a timely manner.

E. Travel or Business Reimbursement – All travel and business expense reimbursements require prior approval of the Authorized User. Reimbursements are only allowed where the expense has been approved in advance and is a line item on the PO. Suppliers should submit expense reports with receipts in Vector VMS which will be approved by the

Authorized User; CAI will then invoice the Authorized User. No reimbursement payments are to be requested by or paid directly to the Contingent Worker. All executive branch agencies should ensure their agency acts consistently with Department of Accounts (DOA) travel rules, regulations, and guidelines, where those are applicable. Authorized Users are not to approve travel related expenses within the Richmond metro area or for parking at the workplace. Expenses for spouses or relocation are not reimbursable. Contingent workers are not reimbursed for travel expenses incurred from their telecommuting or telework location to the Authorized User's location unless the Authorized User approves such reimbursement in advance. All reimbursed expenses will be billed by the MSP to the Authorized User on a pass-through basis. No relocation expenses will be reimbursed.

- F. **Training** - Only Authorized User-specific training is to be provided to any contingent worker. This requirement includes that no training is to be provided except for unique requirements necessary to perform the specific work requested allowed. Authorized Users may provide instruction related to their specific procedures and policies that are necessary and essential to the contingent worker to perform work. Training for skills and competencies needed for the contingent worker are the responsibility of the contingent worker. The Authorized User is to identify any specific training requirements expected to be paid by the Supplier at the time the requisition is submitted.

XIV. Off Boarding the Contingent Worker. When a Contingent Worker's engagement is about to end, the engagement manager has the responsibility to notify CAI to confirm the steps required to close out the assignment. The manager is to follow their agency processes for collecting Commonwealth assets such as laptop, cell phone and security badges, and send the appropriate requests to delete all security, system, and application access on the engagement end date. The engagement manager may receive a final timesheet for approval for the Contingent Worker's last week and are to complete the assignment closeout evaluation which will be automatically sent by email via Vector VMS.

- XV. Statements of Work.** Authorized Users may obtain IT project-based services utilizing a Statement of Work (SOW) through the managed service provider (MSP) program. The SOW process is designed to assist Authorized Users with the following:
- Providing a common acquisition process for Authorized Users to obtain deliverables-based services utilizing a SOW through the MSP program.
 - Establishing distinction between ordering staff augmentation services vs. contracting for a project (turn-key approach)
 - Providing a process for deliverables-based SOW procurement that reduces costs to the Authorized User or the Commonwealth
 - Leveraging competition so that Authorized Users obtain high quality project-based consulting services at market rates.

The following list provides examples of specialty areas that may be used for SOWs:

- Application Development
- Business Continuity Planning
- Business Intelligence
- Business Process Reengineering
- Enterprise Architecture
- Enterprise Content Management
- Back Office Solutions
- Geographical Info Systems
- Information Security
- IT Infrastructure
- IT Strategic Planning
- Project Management
- Public Safety Communications
- Radio Engineering Services
- IV&V Services

All work performed on an hourly basis is considered a staff augmentation engagement, NOT an SOW-based engagement.

XVI. Beginning the SOW Process. In order to start the SOW process, a statement of requirements (SOR) is created by the Engagement Manager in collaboration with their Procurement Officer. Since a formal SOW will document the supplier's commitment to satisfy the agency's SOR, the SOR should reflect all requirements and outcomes desired from the engagement, rather than the effort involved in producing the outcomes. SORs are to be complete, comprehensive and provide sufficient detail to enable the supplier to understand the outcomes and the environment and to propose a fixed price engagement. Payments to the supplier are based on deliverables and may include interim milestones payments after the Authorized User has accepted each milestone and corresponding deliverables. The SOR template that agencies should use as a starting point can be downloaded by all Authorized Users from: [SOR Template](#).

The SOR template is designed for the Authorized User to easily describe the IT project requirements. It includes criteria such as project roles and responsibilities, scope, schedule and deliverables.

The Authorized User fills in the areas designated for entry by Authorized User personnel and saves it under a unique name. This document is the expression of need by the Authorized User and can be used for any internal approvals.

XVII. Statement of Work (SOW) or Deliverables-Based IT Contingent Labor Budget. The maximum value for an SOW under the program is \$3 million. All project phases and change orders are expected to fall within that limit. Projects exceeding \$3M and that are highly complex should be publicly competed through

a VPPA solicitation, and not through the ITCL Program. To assist the MSP in engaging the appropriate Subcontractors, users are requested to provide the estimated size of their project by selecting from the following three tiers:

Tier 1: Consulting firms are eligible for engagements up to \$300,000

Tier 2: Consulting firms are eligible for engagements up to \$1,000,000

Tier 3: Consulting firms are eligible for SOWs up to \$3 million.

This tiered classification allows smaller firms and SWaMs to be able to participate in SOW opportunities.

- XVIII. Obtaining SOW Services (Engagement Phase).** The Engagement Phase begins with the review of the Supplier submissions in response to the SOR. CAI will review all responses for completeness and forward to Authorized User for evaluation. Authorized User evaluates the responses. Using pre-determined evaluation criteria, the Authorized User will determine which Supplier will be awarded the SOW. If a named Supplier is used for the SOW work, agency head approval is required. CAI will work with the Authorized User on any required changes before the SOW is executed between CAI and the Authorized User. After signatures are obtained, the Authorized User will then create a purchase order, and will attach the signed SOW. When the PO is approved, and CAI confirms that all on-boarding tasks have been completed, the project requirement is ready to be "Engaged. "
- XIX. SOWs Additional Terms and Conditions.** A SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of the Contract, the terms of this Contract will supersede. In no event will any SOW or any modification thereto require the Supplier to perform any work beyond the defined scope of the contract between the Commonwealth and CAI.
- XX. SOWs Require Competition and Negotiation.** Selection of SOW suppliers is based on competition. Authorized Users are to ensure fair competition for each engagement and should not pre-select named resources or named suppliers. All SOWs are required to be negotiated to ensure that the price being paid is fair and reasonable. The negotiation should be documented. VITA may audit such documentation at any time.
- XXI. Selection of Named Firms or Named Resources for SOWs.** The selection of named firms and/or named resources to perform services under an SOW is discouraged. Use of Named Firms or Named Resources for SOWs requires Agency Head approval.
- XXII. Statement of Work Approvals.** Requisition approval is in accordance with each Authorized User's approval process. Additional purchase order information is available on VITA's website at: [Additional Purchase Order Information](#).

XXIII. SOW Designation of Key Personnel or Project Managers. An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers are to be described in the SOW.

XXIV. On-Boarding of SOW Resources. Section XIV (above) of On-Boarding Staff Augmentation Resources, including background checks, e-Verify, etc. is also applicable to SOW on-boarding.

XXV. SOW Change Orders. Any changes to the services, cost or deliverables in an SOW are to be described in a written change request. Any Party to an SOW may initiate a change request that will be subject to written approval of the other Party before it becomes effective. Change Orders are not to be used to increase the original price of the SOW by more than 50%.

XXVI. Acceptance of Services and Deliverables Under a SOW. Service(s) and Deliverables are deemed accepted when the Authorized User determines that they meet the Requirements or written criteria set forth in the applicable SOW. At a minimum, Acceptance criteria for Services and Deliverables ensures that the functionality described in the Requirements set forth in the applicable Statement of Work has been delivered to the Authorized User. If applicable, the SOW Supplier is responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the Statement of Work. Should a previously Accepted Deliverable require further modification to work properly with any other Deliverable, Supplier is responsible for all costs associated with such modification.

The Authorized User agrees to commence Acceptance testing within a reasonable period after receipt of the Service or Deliverable or within such other time period mutually agreed upon by the Parties to the SOW. The SOW Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. The Authorized User gives the SOW Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

XXVII. Termination of an SOW. SOWs can at times, need to be terminated. In this case, the Authorized User will have worked with CAI to resolve issues or circumstances, and the decision is reached to end the project prior to its planned completion. The Authorized User should work with CAI to determine what deliverables, milestones or refunds are appropriate to terminate the SOW engagement in an orderly manner.

XXVIII. SOW Customer Satisfaction Survey. The Finalization Phase of a project begins after the invoice/payment tasks for the final milestone have been completed.

The last task in the closeout of a project is the completion of the Customer Satisfaction Survey by the agency or Authorized User. Within seven (7) days of the project completion, the agency or authorized user will receive the Customer Satisfaction Survey. Agencies and users will have two (2) weeks to complete the survey and return it to the CAI Account Manager.

XXIX. Authority References.

§2.2-2012 of the *Code of Virginia*; Procurement of information technology and telecommunications goods and services; Information technology and telecommunications goods and services of every description shall be procured by (i) VITA for its own benefit or on behalf of other state agencies and institutions or (ii) such other agencies or institutions to the extent authorized by VITA.

§2.2-2020 of the *Code of Virginia*; Procurement approval for major information technology projects.

§2.2-4300 et seq. of the *Code of Virginia*; Virginia Public Procurement Act and specifically §2.2-4301 and §2.2-4304.

§2.2-4308.2 of the *Code of Virginia*; requirement for e-Verify