



## IT ADDENDUM TO CONTRACTOR'S CONTRACT FORM

Date:

Contract Number:

Contract Title:

Contractor:

Term

Renewal Options

The Virginia Community College System "VCCS", a statewide system of publicly supported comprehensive community colleges in the Commonwealth of Virginia, and the Contractor are this day entering into a contract for goods or services authorized by the *Code of Virginia*. For their mutual convenience, the parties are using the standard form contract provided by the Contractor. Nevertheless, the parties agree that this addendum is a part of the said form contract (hereinafter referred to as the "contract"), and amends and modifies the contract as provided below.

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed \$ \_\_\_\_\_ ; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to **INVOICE@SSC.VCCS.EDU**. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

1. Because the VCCS cannot accept certain standard clauses that may appear in the contract as a matter of law and policy of the Commonwealth of Virginia, the Contractor agrees that no provision described below which appears in the contract shall be of any force and effect against the VCCS:
  - a. Requiring the VCCS to obtain or maintain any form of insurance.
  - b. Renewing or extending the contract beyond its initial term or duration other than by agreement of the VCCS upon the original terms.
  - c. Requiring or stating that the terms of the contract shall prevail over the terms of this addendum in the event of conflict.
  - d. Requiring the VCCS to indemnify or hold the Contractor harmless against claims of any kind or nature.

- e. Requiring the application of other than Virginia law in interpreting or enforcing the contract, including this addendum, or requiring or permitting litigation arising under the contract in the courts of any state other than Virginia.
- f. Requiring the VCCS to pay liquidated damages.
- g. Requiring the contract be accepted or endorsed by the home office or by any other person subsequent to execution by the VCCS before the contract is considered in effect or otherwise delaying the formation or effective date of the contract to a time later than execution of the contract by the VCCS.
- h. Requiring the VCCS to agree to be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia.
- i. Limiting the liability of the Contractor for actual damage to VCCS property or for personal injury.
- j. Disclaiming negligence in violation of public policy.
- k. Permitting unilateral modification of this contract by the Contractor or deeming the VCCS to agree to a modification by means other than affirmatively signing a modification agreement.
- l. Requiring the VCCS to engage in binding arbitration.
- m. Obligating the VCCS to pay court costs, costs of collection, or attorney's fees.
- n. Granting the Contractor a security interest in property of the VCCS.
- o. Granting any right or incurring any obligation that is beyond the legal authority of the VCCS to empower its contract officers to grant or incur on behalf of the VCCS or requiring the VCCS to violate any applicable law or regulation.
- p. Requiring the VCCS to withhold information from the public contrary to the requirements of the Virginia Freedom of Information Act, § 2.2-3700 *et seq.*, and the Virginia Public Procurement Act, § 2.2-4342.
- q. Imposing interest or requiring interest to be paid on disputed amounts contrary to the Prompt Payment Act, §§ 2.2-4347 – 2.2-4354 of the *Code of Virginia*.
- r. Purporting to afford the Contractor a remedy against the VCCS that is not otherwise available by virtue of the sovereign immunity of the Commonwealth of Virginia, at common law, or under the United States Constitution.
- s. Requiring the VCCS to waive legal rights that by law may only be waived by the Attorney General of the Commonwealth of Virginia.
- t. Requiring or stating that the terms of the Contractor's online forms or agreements shall prevail over the terms of this addendum in the event of conflict.

2. In addition, the Contract is hereby amended to include the provisions required by the Virginia Public Procurement Act, §2.2-4300, et seq., of the *Code of Virginia* including without limitation: a) § 2.2-4311 (regarding discrimination); b) §2.2-4311.1 (regarding unauthorized aliens); c) § 2.2-4311.2 (regarding authorization to do business in Virginia); d) §2.2-4312 (regarding maintaining drug-free workplace); e) §2.2-4354(1) (regarding payment of subcontractors); f) §2.2-4363 et seq. (regarding submission of claims and processing thereof); g) by §2.2-3100 *et seq.*, the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq.*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq.*) or all other applicable laws or regulations.
  
3. In addition, the Contract is hereby amended to include the following Information Technology Terms and Conditions:
  - a. Information Technology Access. All electronic and information technology procured through this Contract must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>. Additionally, in accordance with §2.2-3504 of the Code of Virginia, the following will apply to all information technology agreements:
    - Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
    - Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
    - Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
    - Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
  
  - b. Non-Visual Access to Technology. All information technology (the "Technology") which is purchased or upgraded by the VCCS will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:
    - Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
    - Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
    - Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
    - Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Strategic Sourcing, VCCS of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, this Contract must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

- c. Sensitive Information. In instances where any contract, purchase order, or Scope of Work is for the provision of Public Cloud Services where VCCS sensitive data may be exchanged, Contractor shall provide an independently certified System and Organization Controls (SOC)

2 Type 2 Audit Report or a SOC Cybersecurity Report or equivalent certification for all parties to the contract and annual updates during the term of the contract.

IN WITNESS WHEREOF, the parties have obtained all necessary approvals and have caused the contract and this addendum to the contract to be executed by their duly authorized representatives.

COMMONWEALTH OF VIRGINIA – VCCS

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

The VCCS does not discriminate against faith-based organizations.